

1 **SUSTAINABLE HARVEST SECTOR I**

2
3 **MEMBERSHIP CONTRACT**

4
5 **Fishing Years 2017-2018**

6
7 *Revised May 2017*

8
9
10
11
12 **ARTICLE I – Definition of the Parties**

13
14
15 This document shall serve as the membership contract between each signatory member
16 and the Sustainable Harvest Sector I (SHS1). It is paired with the Sector Operations
17 Plan, and all terms in the Operations Plan are binding to the Members who sign this
18 contract. This contract is not complete unless accompanied by the Sector Operations
19 Plan.
20

21
22 **Section 1.1 Member’s Organization and Authority**

23 Each Member asserts that, as an entity, it is duly organized, validly existing and in good
24 standing in its state of organization and has all authority, corporate or otherwise, to enter
25 into this Agreement on its own behalf and on behalf of the Participating Vessels and
26 Permits that it represents.
27

28 This Agreement constitutes a legally valid and binding obligation of each Member,
29 enforceable against such Member in accordance with both its terms and those of the
30 Sector Operations Plan as approved by the National Marine Fisheries Service.
31

32 Each of the Members represent that its Participating Vessel(s) and Permit(s) have no
33 sanctions or other restrictions against them that would prevent such Participating Vessels
34 and Permits from enrolling in the Sector and/or complying with the terms of this
35 Agreement.
36

37
38 **Section 1.2 Sector Organization and Authority**

39 The Sustainable Harvest Sector I, hereafter ‘Sector’ or ‘SHS1’, is a legal entity
40 incorporated in the state of Maine and as a nonprofit entity by the IRS, as such, it may be
41 held liable for the violations committed by its members.
42

43 The SHS1 was approved as one of several sectors operating in the Northeast Multispecies
44 Fishery under the terms of the federally authorized fishery management plan (FMP or
45 Plan) for 2016 and by submitting this contract and accompanying Operations Plan is
46 requesting approval for operating in fishing years 2017 and 2018 as SHS1.

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2
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4 **ARTICLE II – Membership**
5
6

7 **Section 2.1 Eligibility**

8 To qualify for becoming a member of the Sector, each member has been issued a limited
9 access multispecies permit which has a ‘potential sector contribution’ (PSC) associated
10 with it. The PSC is based on the permit’s landings history for FY 1996 through 2006
11 under Amendment 16, and represents the permit’s contribution to the sector’s Annual
12 Catch Entitlement (ACE). However, some limited access multispecies permits were
13 previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed
14 Gear Sector. The PSC for GB cod for those permits is based on the permit’s landings
15 history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001
16 fishing years).

17
18 For purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a
19 Member’s Permit is attached at any given time.
20
21

22 **Section 2.2 Length of Member Commitment**

23 Each Member hereby agrees that each of its Permits and the related Participating Vessels
24 will remain enrolled in the Sector for the entire fishing year following the date on which
25 such Member enrolled in the Sector (the “Commitment Period”); provided, however, that
26 if NMFS shall not approve the Sector’s Operations Plan and Agreement, as the same may
27 be amended, for any fishing year during a Member’s Commitment Period, then the
28 obligation of such Member shall terminate on the last day of the last fishing year for
29 which the Sector’s Operation Plan and Agreement shall have received approval from
30 NMFS.
31
32

33 **Section 2.4 Proof of Membership**

34 Upon approval of the Sector’s operations plan for the 2017 and 2018 fishing years, each
35 sector vessel will be issued a Letter of Authorization (LOA) by the Regional
36 Administrator specifying the exemptions granted. Vessels must comply with all
37 applicable Federal regulations and laws not specifically exempted in the LOA. The LOA
38 with a copy of the approved Operations Plan for 2017 and 2018 must be carried on board
39 the vessel at all times in the Sector Manual. The LOA shall serve as Proof of Sector
40 Membership and shall be made available to any NMFS or enforcement officials upon
41 request.
42
43

44 **Section 2.5 Member Obligations Apply Only to Participating Vessels**

45 The obligations of the Members set forth in this Agreement shall only apply to the
46 Permits and Participating Vessels (and not to any other permits or vessels owned by the

1 Members that are not enrolled in this Sector pursuant to the terms hereof) to the extent
2 that such Permits or Participating Vessels are fishing commercially with gear that is
3 capable of harvesting multispecies species managed under the Northeast Multispecies
4 Fishery Management Plan.

5
6 Each Member agrees to ensure that all operators and crew of its Participating Vessels
7 fully comply with the obligations set forth in this Agreement. Each Member further
8 agrees to accept full responsibility for the actions of any such operators that result in a
9 violation of this Agreement.

10
11
12 **Section 2.6 Additional Member Obligations**

13 NMFS requires that the Operations Plan governing the sector include a list of all state and
14 federal permits held by the members along with an indication of whether those permits
15 are enrolled in another state or federally authorized sector. Members agree to provide the
16 Manager with a comprehensive list of their state and federal permits prior to December 1
17 2016.

18
19 Additionally, the Operations Plan must include information regarding the activity level in
20 the sector of Participating Vessel, that is, whether each participating vessel will be active
21 on Sector trips or not. Members agree to provide the Manager with their best estimation
22 of whether each Participating Vessel will actively fish on Sector trips during the
23 upcoming fishing year prior to December 1 2016.

24
25 Members are required to furnish the Sector Manager with the MRI, federal permit
26 number, PSC and allocation of each multispecies stock for each permit they are enrolling
27 in the Sector.

28
29
30 **Section 2.7 Sector and Member Reporting Requirements**

31 The Sector Manager is required to aggregate all participating vessel catch information
32 from participating vessels' sector trips and report weekly to the National Marine Fisheries
33 Service (NMFS), up until a certain threshold is reached, at which time reporting to NMFS
34 will be required on a daily basis. The reporting frequency for the sector manager's ACE
35 Status Report will be increased to daily when 90% of any of the sector's ACEs is reached.
36 The Sector Manager, or a designated representative, must notify NMFS immediately by
37 email if the threshold that triggers daily reporting has been reached. During the period when a
38 sector has reached or exceeded 90% of any of its ACEs, daily ACE Status Reports must be
39 submitted only on a day when a member vessel lands, or when the sector engages in an ACE
40 transfer of a stock that is exceeding the 90% threshold. An alternative threshold for
41 triggering daily reporting may be implemented during FY 2017 or 2018 if agreed upon by the
42 sector and NMFS. Additionally, the Sector is required to submit an Annual Report of all
43 landings of all species caught by sector vessels for the entire fishing year within 60 days
44 of the end of the multispecies fishing year.

1 Weekly reports to NMFS may include a section notifying NMFS of outstanding catch
2 records. Any resolutions and / or ongoing internal sector investigations may be noted as
3 required.

4
5 The Manager will develop and submit reports to NMFS by gathering and aggregating
6 data from all available data sources, including but not limited to:

- 7 1. Vessel Trip Reports (VTRs), (including electronically transmitted VTRs);
- 8 2. Dealers, (including paper dealer receipts from each offload transmitted to the
9 Manager within 24 hours of the vessel offloading, as well as dealer reports posted
10 on the NMFS sector information management web portal);
- 11 3. Discards and assumed discard rates (as calculated by NMFS based on the
12 Northeast Fishery Observer Program (NEFOP) and At-Sea Monitoring); and
- 13 4. Any other data sources as they are available.

14
15 To enable each Member and the Sector to monitor the Members' compliance with this
16 Agreement, each Member agrees to report each of its Participating Vessels' entire catch
17 from sector trips (including discards) by pounds, by species, and by broad groundfish
18 stock area to the Sector Manager so the Manager can determine which stock of a species
19 has been caught.

20
21 All members agree that they are responsible for transmitting all catch information from
22 all sector trips to the Manager within 24 hours of the Participating Vessels' unloading.
23 The minimum information that must be transmitted to the Sector Manager includes a
24 complete and legible VTR and dealer weigh-out receipt. Members and vessel operators
25 may be subject to investigation and/ or penalty, including a Stop Fishing Order, if they do
26 not meet the 24 hour deadline for submitting catch information. Such information may
27 be transmitted electronically or by fax or other means as determined by the Manager as
28 long as it is transmitted within 24 hours of each landing.

29
30 The Manager shall maintain all catch records and shall, upon the request of any Member,
31 provide the Member with the Sector's aggregate catch information that is generated from
32 such records. Sector vessels which do not fish on sector trips agree that the Sector
33 Manager will use VTR and dealer data as submitted to NMFS to compile the annual
34 report.

35
36 Each member acknowledges and agrees that, in addition to reporting to the sector
37 manager, all participating vessels are responsible for complying with all permitting
38 requirements, recordkeeping, catch reporting, and VMS requirements described in the
39 federal regulations for the fishery (50 CFR part 648).

40
41 Each Member further acknowledges and agrees that it is responsible for ensuring timely
42 reporting in accordance with the provisions of this Section and failure to deliver the
43 reports for a Member's Participating Vessel in accordance with this Section shall be
44 deemed a breach of this Agreement by such Member.

1 **Section 2.8 Enforcement and Penalties**

2 Investigation, enforcement procedures as well as penalties and terms for expulsion are
3 explained in detail in the Sector Operations Plan as required by NMFS and are hereby
4 incorporated by reference.

5
6
7 **Section 2.9 Joint and Several Liabilities**

8 Sector members acknowledge and agree that they and the sector may be held jointly and
9 severally liable if they or their hired captain or crew

- 10 1. discard legal sized fish for which the sector has an allocation; and/or
11 2. misreport catch; and/or
12 3. cause the sector to exceed its Annual Catch Entitlement (ACE) for any allocated
13 stock (an overage) as specified in Federal regulations.

14
15
16
17 **ARTICLE III – SECTOR ADMINISTRATION**

18
19
20 **Section 3.1 Board**

21 The Sector shall be governed by a Board of Directors which shall be elected according to
22 the Bylaws.

23
24
25 **Section 3.2 Sector Manager**

26 The Board of Directors (the “Board”) of the Sector shall appoint a manager of the Sector
27 (the “Manager”), which Manager shall have the authority to manage the day-to-day
28 business of the Sector and submit all sector reports as required by NMFS.

29
30
31 **Section 3.3 Sector Manager Authority**

32 Members agree and acknowledge that the Sector Manager shall have the authority
33 to monitor the fishing, fish offload, and fish sale activities of the Members and all
34 Participating Vessels and to take such other actions as may be necessary, to ensure
35 compliance by the Members, their Permits and Participating Vessels with this Agreement
36 and all other Sector requirements as may be adopted under the terms of this Agreement,
37 the Sector Operations Plan, the Sector’s Bylaws, Sector Board Policy and all other
38 applicable laws, rules and regulations.

39
40 Such actions to enforce this Agreement, subject to the authority of the Board or a
41 committee delegated thereby, the Sector’s Bylaws or any other agreement relating to the
42 Sector’s internal governance, including specifically, without limitation, the authority to
43 impose penalties set forth in the Schedule of Penalties as well as Stop Fishing Orders
44 which may be enforced by NMFS Office of Law Enforcement.

1 The Manager shall also act as the liaison between NMFS and the Sector and shall assist
2 Members in their dealings with NMFS if so requested.

3
4
5 **Section 3.4 Membership Dues**

6 The Board shall, to the extent necessary for the payment of the costs and expenses
7 associated with the administration and management of the Sector (including the payment
8 of the Manager’s salary), require the payment by the Members of annual membership
9 dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be
10 fixed by resolution of the Board prior to the commencement of the applicable fishing year
11 or at such other time as the Board may deem necessary or appropriate.

12
13 **ARTICLE IV - Transfer of Permit, Allocation or Portion of Allocation**

14
15 **Section 4.1 Individual Permit Transfers**

16 Each Member agrees that so long as it is a party to this Agreement, such Member
17 shall not have the authority to sell, lease or transfer the ownership of its Permit or the
18 right to harvest any portion or all of the Permit’s individual harvest share (share) to a
19 party that is not bound by the Agreements binding members of Sustainable Harvest
20 Sectors I (SHS1), II (SHS2), and III (SHS3) for the remainder of the fishing year in
21 which such sale, lease or transfer is to occur,

- 22 1. shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any
23 permit that is not enrolled in a Sector (meaning any sector, not specifically SHS1)
24 and
- 25 2. shall comply with the right of first refusal provisions hereof prior to the
26 consummation of any proposed sale, lease or transfer permitted hereunder.

27
28
29 **Section 4.2 Individual Share Transfers**

30 Each member agrees that so long as it is party to this agreement, such member may
31 choose to lease their individual share of the sector’s allocation to another sector, for the
32 duration of the current fishing year provided that all sector members shall have to
33 opportunity to match such written offer as described under section 4.3 ‘Right of First
34 Refusal’.

35
36
37 **Section 4.3 Right of First Refusal**

38 Right of First Refusal restrictions described in this section on the sale, transfer, and lease
39 of a member’s Permit and/or any part of its Share do not apply to transactions conducted
40 between SHS1, SHS2, and SHS3.

41
42 In the event that any Member (a “Selling Member”) at any time proposes to sell, transfer
43 or lease (a “Sale”) its Permit and/or any part of its Share to any proposed Buyer from
44 outside both the SHS1, SHS2, and the SHS3 who shall make a good faith, bona fide
45 written offer, then the Selling Member shall first deliver to all Sector Members a written
46 notice (“First Refusal Notice”) that the Selling Member proposes to make such Sale,

1 transfer, or lease which First Refusal Notice shall state the identity of the prospective
2 Buyer, state the amount of consideration for the Permit or any part of its share and the
3 material terms and conditions upon which the proposed Sale, transfer or lease is to be
4 made (the date on which the Sector receives the First Refusal Notice being the “First
5 Refusal Notice Date”), represent that the Bona Fide Offer is an actual Bona Fide Offer,
6 and include a copy of any written proposal, letter of intent or other agreement relating to
7 the Bona Fide Offer.

8
9 The Sector Members shall have a period of five (5) calendar days following the First
10 Refusal Notice Date (the “Election Period”) in which to elect to purchase or lease the
11 Permit or any part of the Permit’s share at the price and subject to the same material
12 terms and conditions set forth in the First Refusal Notice.

13
14 The Sector Members shall exercise the right to purchase or lease such Permit or share by
15 delivering a written notice (“Election Notice”) to the Sector Manager within the Election
16 Period. In the event that a Sector Member desires to purchase the Permit or share, then
17 the parties shall schedule a closing for the payment for, and the delivery of, the Permit or
18 share, which shall be no later than 45 calendar days after the First Refusal Notice Date.

19
20 If a Sector Member has not elected to purchase the Permit within the Election Period,
21 then the Selling Member is free to sell the Permit or share to the Buyer; provided that
22 such sale is on the terms and conditions specified in the First Refusal Notice.

23
24
25 **ARTICLE V - Concluding Contract Language**

26
27 In Witness whereof, the undersigned has enrolled the listed permits in the SHS1 and
28 executed the Agreement known as the SHS1 Operations Plan for the 2017 and 2018
29 fishing years.

30
31 The undersigned reserves the right to withdraw from this agreement by written notice to
32 the Board of the Sustainable Harvest Sector, provided such notice is postmarked no later
33 than April 30, 2017.

34
35 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and
36 Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the
37 release to the Manager, or designated sector employee(s), of the SHS1, of information
38 that may be or is considered to be confidential or privileged by the Magnuson-Stevens
39 Act or other federal law regarding the catch of various species of fish associated with the
40 limited access Northeast multispecies permit with the Moratorium Right Identifiers
41 (MRIs) enrolled in the Sector submitted to the National Marine Fisheries Service that the
42 undersigned has authority to access. This information includes data required to be
43 submitted or collected by NMFS, on an individual MRI and/or aggregated scale,
44 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer
45 reports, Northeast Federal Observer Program data, catch and landings history data for all
46 species harvested by the vessel/MRI, Sector at-sea monitoring data, protected species

1 takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc), VMS
2 information, and all other information associated with the vessel, MRI #, and/or permit
3 records. In addition, this information includes data for species not managed under the
4 multispecies FMP.

5
6 All confidential Sector data may be released to the Sector Manager, or designated sector
7 employee(s). This statement applies to all confidential data for a two-year time period
8 encompassing FYs 2017 and 2018.

9
10 This information shall be used exclusively by the sector for matters pertaining to sector
11 management, including record retention requirements. Such information may not be
12 released by the sector to another entity. When information released to the sector by the
13 National Marine Fisheries Service is no longer needed for sector management, it shall be
14 destroyed or returned by the sector manager to the undersigned at his or her election.
15 When the undersigned ceases to be a member of the sector, this authorization shall be
16 deemed null and void.

17
18

1 **THE SUSTAINABLE HARVEST SECTOR I**
2 **SECTOR OPERATIONS PLAN FOR FISHING YEAR MAY 2017-APRIL 2018**
3

4
5 The undersigned has executed the Agreements known as the Sustainable Harvest Sector
6 Operations Plan and the Sustainable Harvest Sector Membership Agreement for the
7 fishing years May 2017 – April 2018, as of the date written below.
8
9

Permit #	Moratorium Right ID	Permit Name

10
11
12 Name _____

13
14
15 Capacity (owner, president, etc) _____

16
17
18 Signature _____

19
20
21 Date _____
22
23
24

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SUSTAINABLE HARVEST SECTOR I OPERATIONS PLAN FYs 2017-2018

Date Amended: May 2017

9

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1
2 **1. GENERAL PROVISIONS**
3

4 **1.1. Membership**
5

6 The Sustainable Harvest Sector I (SHSI) is a voluntary business
7 association comprised primarily of Northeast multispecies permit
8 holders who have agreed to participate in and abide by the SHS1
9 Operations Plan and Membership Agreement for Fishing Years 2017
10 and 2018.

11
12 The owner of a permit that is eligible to join a sector but is not
13 enrolled as a Member (and/or whose permit is not so enrolled), may
14 apply. The Board or the Membership shall, at its sole discretion,
15 determine whether the applicant shall be admitted as a Member of the
16 Sector and/or its Permit included as a Permit.
17

18 Notwithstanding the foregoing, no such admission shall be effective
19 until the new Member has paid the annual entry fee as set by the Board
20 of Directors and has agreed in writing to be bound by, and to cause its
21 Permit and Participating Vessel to comply with the terms of this
22 Agreement, and until the provisions of this Agreement shall have been
23 amended or modified to reflect such additional Member, Permit and/or
24 Participating Vessel.
25

26 **1.2. Management and Points of Contact**
27
28

Name	Title	Responsibility	Email	Phone	Street Address	City	State	Zip
Hank Soule	Manager	All sector operations plus all FMP and industry issues						
Maggie Raymond	Secretary	All FMP and industry issues						

29
30
31 The SHS1's Manager shall be the designated agent for service of process:
32

33 Hank Soule
34 PO Box 356
35 South Berwick, ME 03908
36

37 The following individuals are authorized to act on behalf of the SHS1:
38

39 Frank Patania
40 1 Moretto Dr.

1 Peabody, MA 01960

2
3 The SHS1's designated sector employees are:

4
5 Maggie Raymond
6 PO Box 287
7 So. Berwick, ME 03908

8
9 The SHS1's Board of Directors is attached as Appendix 2.

10
11 **1.3. Incorporation as a Legal Entity**

12
13 The SHS1 is a legal entity incorporated in the state of Maine, and may be held
14 liable for the violations committed by its members.

15
16 **1.4. Definition of Sector as Three Entities**

17
18 The NE multispecies Fishery Management Plan (FMP) defined a sector as a
19 group of three or more persons, none of whom have an ownership interest in
20 the other two persons in the sector. This criterion has been fulfilled with
21 permit number 146646 under the distinct ownership of Anthony Fernandes;
22 permit number 149593 under the distinct ownership of Mark Freeman; and
23 permit number 250716 under the distinct ownership of Dana Hammond.
24
25
26
27

1
2 **2. HARVESTING RULES**
3

4 **2.1. ACE Management**

5 2.1.1. ACE and Annual Distribution
6

7 Each Member agrees that the ACE of multispecies authorized by NMFS to
8 the Sector (the “ACE”) shall be harvested in accordance with the
9 Harvesting Rules, which are set forth below. Individual sector members
10 will be allocated a portion of the Sector’s total allocation based on the
11 proportion of each stock that they contribute to the Sector’s initial ACE.

12 2.1.2. Reserve
13

14 Each Member agrees that a reserve in the amount of 5% of each stock
15 within the initial ACE may be established to ensure that the Sector
16 remains in compliance with its ACE limit. Such reserve may be withheld
17 from each member’s allocations.

18 2.1.3. Distribution of Reserve
19

20 If the Board determines that as of April 1, the ACE in the Reserve has not
21 been fully harvested by the Participating Vessels, the Board may release
22 and authorize the harvesting of the reserve by the Members, their Permits
23 and their Participating Vessels. Alternatively, the Board may decide to
24 carry that reserve forward to the next fishing year.

25 2.1.4. Additional Measures to Prevent ACE Overages
26

27 The Board reserves the right to prohibit fishing activities by Members if it
28 determines that those activities undermine or compromise the Sector Plan
29 and the Sector or otherwise conflict with the standards and ethics
30 described in the bylaws and guiding principles.

31
32 The Board may direct the Sector Manager to lease or trade for additional
33 ACE of any stocks of concern.

34
35 The Board may impose additional restrictions as needed to slow down the
36 pace of fishing.

37
38 The Sector Manager may issue (and ask NMFS to enforce) a ‘Stop Fishing
39 Order’ to (a) any member vessels that has fished more than 95% of its
40 individual allocation for any stock until additional allocation for that stock
41 has been acquired or the member has agreed to not fish in that stock area
42 for the rest of the fishing year, or (b) any member vessels that are in
43 violation of any terms of the sector operations plan or membership
44 agreement.

1 2.1.5. ACE Transfers

2
3 The Sector Manager will track and conduct all ACE transfers between
4 members and with other sectors.
5

6 **2.2. Monitoring**

7 2.2.1. Monitoring

8
9 All participating vessels will send a legible copy of the VTR and the
10 dealer's weigh-out receipt to the Sector Manager within 24 hours of the
11 end of every trip.

12
13 All participating vessels will transmit the Trip Start and Trip End Hail to
14 NMFS.

15
16 All participating vessels will participate fully in the Northeast Fishery
17 Observer Program and At Sea Monitoring Program

18 2.2.2. Sector Reporting to NMFS

19
20 The Sector will report weekly to NMFS as required using data collected
21 from vessels, VTRs, (and eVTRs when authorized), dealer reports,
22 observer reports and any other data available.
23

24 The reporting frequency for the sector manager's ACE Status Report will
25 be increased to daily when 90% of any of the sector's ACEs is reached.
26 The Sector Manager, or a designated representative, must notify NMFS
27 immediately by email if the threshold that triggers daily reporting has been
28 reached. During the period when a sector has reached or exceeded 90% of
29 any of its ACEs, daily ACE Status Reports must be submitted only on a day
30 when a member vessel lands, or when the sector engages in an ACE transfer
31 of a stock that is exceeding the 90% threshold. An alternative threshold for
32 increasing reporting frequency may be implemented during FYs 2017 and
33 2018 if agreed upon by the sector and NMFS.
34

35 The Sector will submit required reports using the format and procedures
36 prescribed by NMFS.
37

38 Weekly reports must include any enforcement or reporting compliance
39 issues, including violations of Operations Plans (exclusive of defined
40 administrative provisions), violations of regulations, or general problems
41 with monitoring or sector operations during the reporting period.

42 2.2.3. Plan for notifying NMFS once an ACE threshold has been reached

1 NMFS will be notified by email as soon as the sector manager determines
2 a threshold has been reached.

3 2.2.4. Data Reconciliation

4
5 The SHS1 will reconcile the data from vessels, VTRs, (and eVTRs when
6 authorized), the dealers' report, and the observer's report on an ongoing
7 basis to closely track the sector's ACE.

8 2.2.5. Discards

9
10 The Sector manager (or his/her designated representative) will derive
11 stock specific discards for each trip. If the trip is observed by either an at-
12 sea monitor or a Northeast Fisheries Observer Program (NEFOP)
13 observer, discards will be derived based on data collected during that trip
14 and will account for all hauls (observed and unobserved) on that trip. If
15 the trip is not observed, discards will be derived using the NMFS-provided
16 discard rate resulting from the NMFS method to estimate 'in-season'
17 discard rates, which may not include data from research trips or sector
18 trips using certain exemptions.

19 2.2.6. Annual Report

20
21 The SHS1 will report on the Sector's performance after the end of the
22 fishing year as required by NMFS.

23 2.2.7. Data Management

24
25 The SHS1 will maintain the necessary databases to track and maintain all
26 relevant catch data, including VTR, dealer reports, observer data, and at-
27 sea monitoring data, as required.

29 2.2.8. At-Sea Monitoring

30
31 The SHS1 will participate in the Northeast Fisheries Observer Program
32 (NEFOP) and the NMFS and/or industry-funded at-sea monitoring (ASM)
33 program while they operate. This ASM coverage will have vessel and trip
34 selection coordinated through NMFS and will use approved at-sea
35 providers and monitors. The Sector manager will maintain a database of
36 all catch data, including but not limited to VTR, dealer, monitor, and
37 observer data. NMFS will provide the Sector with data from NEFOP and
38 the ASM program.

39 The SHS1 will contract one or more of the companies approved by NOAA
40 Fisheries to provide a-sea monitoring and will notify NOAA Fisheries of
41 its selection no later than May 1, 2017.

1 The SHS1 will deploy at-sea monitors in a way to achieve 16% of trips
2 that is random and representative of fishing activities of the sector.

3 The SHS1 will use the NOAA Fisheries-designated ASM program.

4 Failure to comply with ASM Program Requirements

5 If the sector is informed of a potential violation of any regulations that
6 govern the At-Sea Monitor program (including but not limited to: vessels
7 failing to provide adequate notification prior to departing, failing to take
8 an At-Sea Monitor, incidents of At-Sea Monitor interference, harassment,
9 or intimidation), the sector manager will conduct an investigation of the
10 alleged violation. The written investigative report will be provided to the
11 owner of the applicable sector vessel and to the NMFS.

12

13 If the sector's investigation finds a violation occurred, the manager will
14 suggest corrective action to the member. If a violation (as determined by
15 both the sector and an investigation by the NMFS Office of Law
16 Enforcement) places the sector's ability to comply with requirements of
17 the ASM program in jeopardy, the member will be subject to the penalties
18 described under VIOLATIONS REGARDING ASM REQUIREMENTS
19 in Section 5.15.

20

21 2.2.9. Dockside Monitoring

22

23 [Reserved]

24

25 2.2.9.1. Vessel Hails

26

27 All members agree to hail 'Trip Start' and 'Trip End' to NMFS via an
28 approved method.

29

30 Vessels will hail Trip Start prior to leaving port via VMS, or phone or
31 email if VMS is not working. The Trip Start Hail will include at least
32 the following:

33

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- Operator's Permit Number
- Vessel Trip Report (VTR) serial number
- Whether an Observer or At-Sea Monitor (ASM) is on-board
- Usage of specific sector exemptions
- Usage of specific operations plan provisions

- Landing Port City
- Landing state (abbreviation)
- Estimated time and date of arrival in port
- Estimated time and date of offloading (required only for trips <6 hrs or if fishing within 6 hrs of offload port)
- Comments (required as directed by sector manager or Regional Administrator).

Vessels will send the Trip End hail via VMS to NMFS at least six hours in advance of landing. The Trip End hail will include the following

:

- Operator’s Permit Number Vessel Trip Report (VTR) serial number
 - First landing port city
 - First landing state (abbreviation)
 - Dealer/Offload Location
 - Estimated time and date of arrival
 - Second offload port city
 - Estimated time and date of offload
 - Second offload state (abbreviation)(if used)
 - Total groundfish kept in pounds
 - Total non-groundfish kept in pounds
 - Comments (required as directed by sector manager or Regional Administrator)

For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port and time of offload will be provided in the Trip Start hail. The Trip End hail will be sent upon completion of the last tow (or haul) with all required updated information. An alternative timing for the trip end hail may be implemented if agreed upon by the sector and NOAA Fisheries.

2.2.9.2. Gulf of Maine Cod Program

Sector Members agree to abide by the following fishing restrictions to reduce catch of Gulf of Maine cod. In the event the GOM cod allocation is increased, the NMFS implements other GOM cod effort control restrictions, or for other cause, these restrictions may be canceled by the Sector.

- No sector trip gillnetting in statistical areas 132 and 133, excepting gillnet gear with 10” or greater mesh size.

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- Minimum allocation of 250 pounds of Gulf of Maine cod for any vessel to start a sector trip in the Gulf of Maine Broad Stock Area
- Daily cod hotspot report required for any vessel fishing in the GOM BSA.

2.2.9.3. Witch Flounder Program

- [Reserved]

2.2.9.4. Designated Landing Ports

Members shall agree to offload catch from sector trips in the following ports.

- Boston, MA
- Gloucester, MA
- Newburyport MA
- New Bedford, MA
- Provincetown, MA
- Hyannis, MA
- Chatham, MA
- Scituate, MA
- Point Judith, RI
- Portland, ME
- Biddeford Pool, ME
- Sebasco Harbor, ME
- Cundy’s Harbor, ME
- Rockland, ME
- Portsmouth, NH
- Rye, NH
- Newport, RI
- Chincoteague VA
- Tenant’s Harbor ME

2.2.9.5. Remote Ports

- Portsmouth State Pier, Portsmouth NH
- Port Authority, Portsmouth, NH
- Woods Hole, MA
- Sebasco Harbor, ME
- Bar Harbor, ME: Bar Harbor Town Dock

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- Southwest Harbor ME: Southwest Harbor Town Dock
- Portland ME: Bait Lady Take-out, Scola’s Take out, Maine Wharf, Widgery Wharf
- Gloucester MA: Jodrey Pier, Pier 7 Take-out
- Provincetown, MA: Provincetown Town Pier
- Davisville RI: Davisville Pier
- Point Judith, RI
- Montauk, NY
- Tenant’s Harbor ME
- Monhegan Island, ME

SAFE HARBOR PROTOCOL: To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe harbor within 6 hours of this entering the port.

2.3. Administrative

2.3.1. Fishing in US/CA Areas

Sector participating vessels may fish in the both the Eastern and Western US/Canada Areas. When reporting their catch to the Sector Manager, the operators of all Sector member vessels will specify the volume of catch and discards from each area.

Members electing to enter the Eastern US/CA area are required to comply with the observer notification reporting and VMS reporting requirements for that area.

2.3.2. Hot Spot Reporting

Each member agrees they may be required to report to the Sector Manager any and all areas of high bycatch of any sort, including undersized regulated species, areas of spawning fish, and/or any stock for which the Sector or the Member is approaching their threshold.

1 Upon receiving a hot spot report, the Sector Manager may alert other
2 member vessels to stay away from those particular areas.

3 2.3.3. Proof of Sector Membership

4 Sector Vessels will carry on board at all times a Letter of Authorization
5 (LOA) from the Regional Administrator and a copy of this Operations
6 Plan as proof of their membership in the sector. Vessels must comply with
7 all applicable Federal regulations and laws not specifically exempted in
8 the LOA.
9

10
11 **2.4. Gear Restrictions**

12 The SHS1 Board may institute spatial or temporal gear restrictions to slow
13 down the catch rate of certain allocated stocks.
14

15
16 **2.5. Confidential Data Statement**

17 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery
18 Conservation and
19 Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby
20 authorizes the release to the manager of Sustainable Harvest Sector I of
21 information that may be or is considered to be confidential or privileged by
22 the Magnuson-Stevens Act or other federal law regarding the catch of various
23 species of fish associated with the limited access Northeast multispecies
24 permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector
25 submitted to the National Marine Fisheries Service in compliance with 50
26 CFR 648.7 and §648.87 that the undersigned has authority to access. This
27 information includes data required to be submitted to or collected by NMFS,
28 including but not limited to days-at-sea allocation and usage, vessel trip
29 reports, dealer reports, Northeast Fishery Observer Program data, catch and
30 landings history data, at-sea monitoring data, VMS information, and all other
31 information associated with the vessel, MRI #, and/or permit records.
32

33 Any person identified in Section 1.2 of this Operations Plan may access
34 confidential sector data. This confidential data statement applies for FYs
35 2017 and 2018.
36

37
38 **2.6. Exemption Requests**

39
40 2.6.1. Existing exemptions for FYs 2017 and 2018

- 41
42 1. 120-Day Block Requirement Out of the Fishery for Day Gillnet
43 Vessels
44 2. 20-Day Spawning Block Requirement
45 3. Limitation on the Number of Gillnets for Day Gillnet Vessels

4. Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear
5. Limitation on the Number of Gillnets That May Be Hauled on GB When Fishing Under a Groundfish/Monkfish DAS
6. Limits on the Number of Hooks that May be Fished
7. Length and Horsepower Restrictions of the DAS Leasing Program
8. [NA].
9. Prohibition on Discarding
10. Daily catch reporting by Sector Managers for Sector vessels that fish in the CA I Hook Gear Haddock SAP
11. Trawl Gear Requirements in the US/Canada Management Area
12. Prohibition on Fishing Inside and Outside the CA I Hook Gear Haddock SAP While on the Same Trip
13. Prohibition on a Vessel Hauling Another Vessel's Hook Gear
14. Requirement to Declare Intent to Fish in the Eastern US/CA Haddock SAP and the CAII Yellowtail Flounder/Haddock SAP Prior to Leaving the Dock
15. Seasonal Restriction for the Eastern U.S./Canada Haddock SAP
16. Seasonal Restriction for the CA II Yellowtail Flounder/Haddock SAP
17. [Not requested]
18. Minimum Mesh Size Requirement for Targeted Redfish Trips
19. Prohibition on Combining Small Mesh Exempted Fishery and Sector Trips
20. Nantucket Lightship Closed Area Exemption

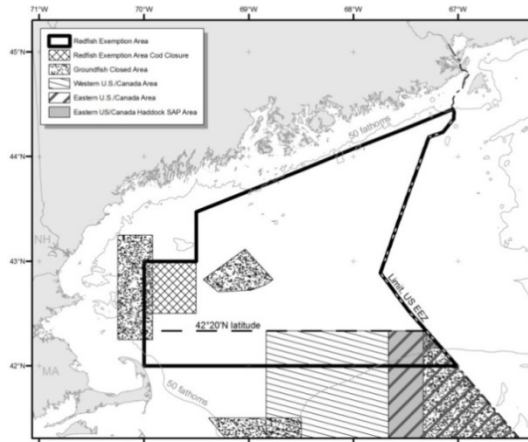
Upon approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying the exemptions granted. Vessels must comply with all requirements stipulated in the LOA and all applicable Federal regulations and laws not specifically exempted in the LOA.

Exemption from the 6.5-inch mesh size for directed redfish trips

This exemption allows a sector vessel to fish for Acadian redfish in the designated Redfish Exemption Area, described below, using nets with codend mesh no smaller than 5.5 inches. When fishing inside the Redfish Exemption Area all other restrictions applicable to trawl nets still apply. In order to use this exemption, a vessel must strictly adhere to the following conditions and restrictions:

1. The vessel must declare its trip in PTNS under standard requirements, there is no additional at-sea monitoring coverage required above the target coverage level for the sectors (i.e., ~16% in fishing year 2017).
2. Prior to leaving the dock, the vessel must declare its intent to use the redfish exemption on the trip through the VMS trip start hail by checking the box "Redfish Trip" under sector exemptions.

- 1 3. The vessel must submit a Multispecies Catch Report through its VMS system,
 2 each day for the **entire trip**, including Parts 1 and 2 of the trip as described
 3 below, even if the vessel has declared the exemption, but does not target redfish.
 4 The vessel must submit Multispecies Catch Reports through VMS in 24-hr
 5 intervals for each day of the fishing trip. The report must be submitted by 0900 hr
 6 (9:00 a.m.) on the date following the date the fish were caught. The report must
 7 provide a good faith estimate of the amount each regulated species caught on each
 8 day of the trip.
 9
 10 4. In accordance with the restriction stated herein, the vessel may use a codend with
 11 5.5-inch mesh and greater within the Redfish Exemption Area. The northern
 12 boundary ensures that the exemption is used in deeper water (i.e., greater than 50
 13 fathoms). Vessels cannot use the exemption in the “cod closure” (block 131)
 14 during February and March.
 15



16 The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime
 17 Boundary, and bounded on the north, west, and south by the following
 18 coordinates, connected by straight lines in the order listed:
 19
 20

Point	N. Lat.	W. Long.
A	44°27.25'	67°02.75'
B	44°16.25'	67°30.00'
C	44°04.50'	68°00.00'
D	43°52.25'	68°30.00'
E	43°40.25'	69°00.00'
F	43°28.25'	69°30.00'
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
I	42°00.00'	70°00.00'
J	42°00.00'	67°00.63' ¹

21 ¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in
 22 parentheses.
 23

24 Due to concerns about GOM cod, block 131 is closed for February and March. The area
 25 is bounded on the east, north, west, and south by the following coordinates, connected by
 26 straight lines in the order listed:
 27

Point	N. Lat.	W. Long.
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
K	42°30.00'	70°00.00'
L	42°30.00'	69°30.00'
G	43°00.00'	69°30.00'

- 1
2 5. During a Redfish Exemption Trip, any codend that is only authorized on a
3 Redfish Exemption Trip must be stowed below deck and can only be retrieved
4 after completing the requirements identified in paragraph 8 below.
5

6 **Part 1 of Redfish Exemption Trip**
7

- 8 6. When a vessel declares a “Redfish Trip” via VMS, it may fish outside the Redfish
9 Exemption Area during Part 1 of the Redfish Exemption Trip in accordance with
10 otherwise applicable regulations and sector exemptions. However, fishing outside
11 of the Redfish Exemption Area first is optional. A vessel may choose to
12 immediately transit to the Redfish Exemption Area and begin fishing.
13
14 7. Any catch thresholds do not apply for Part 1 of the trip.
15

16 **Part 2 of Redfish Exemption Trip: Switching Codends**
17

- 18 8. When the vessel plans to target redfish, it must travel to the Redfish Exemption
19 Area. Once the vessel is in the Redfish Exemption Area, immediately before
20 switching codends, it must send a Multispecies Catch Report via VMS. This
21 report is in addition to the daily Multispecies Catch Reports that are required
22 when utilizing this exemption. The Multispecies Catch Report a vessel must send
23 before switching codends must provide a good faith estimate of all fish caught by
24 the vessel that day between 12:01 AM and the time of the report, and must fill out
25 Step 5 indicating that it intends to use the exemption immediately after sending
26 the report. After the vessel is in the Redfish Exemption Area and submits the
27 required catch report, it may retrieve the 5.5-inch mesh codend from below deck
28 and begin using it. The vessel may use a 5.5-inch mesh codend (or greater) for
29 the remainder of the trip in Redfish Exemption Area.
30
31 9. Once a vessel sends the Multispecies Catch Report via VMS indicating that it is
32 switching to the smaller mesh codend (Step 5), it is prohibited from fishing
33 outside the Redfish Exemption Area.
34
35 10. The vessel must submit a final Multispecies Catch Report, in addition to other
36 required Multispecies Catch Reports, and a Trip End Hail via VMS once it stops
37 fishing and begins its return to port.
38

39 **Summary Of All Redfish Exemption Trip Reporting Requirements**
40

- 41 1. Submit a trip start hail declaring a redfish trip
42 2. Submit VTRs when switching chart area, gear, and/or mesh size.

- 1 3. Submit daily catch reports of all kept fish by 9 AM the following day.
- 2 4. Send a catch report of all kept fish since 12:01 AM of that day, with Step 5
- 3 completed.
- 4 5. Submit a final catch report and Trip End Hail at the end of the trip.

5

6 **Monitoring Catch Thresholds**

7

8 For all trips declaring the redfish exemption and targeting redfish under Part 2 of the trip,
 9 at least 50% of the total groundfish kept must be redfish. For observed trips
 10 (NEFOP/ASM) declaring the redfish exemption and targeting redfish under Part 2 of the
 11 trip, total groundfish discards (including redfish) may not exceed 5% of all kept fish. If
 12 after at least one month, it is determined that the sector is not meeting one of these two
 13 thresholds, NMFS will notify the sector and be given 30 days to modify fishing behavior
 14 in order to meet both thresholds. NMFS retains the authority to rescind the exemption if
 15 either threshold is not being met.

16

17 **Nantucket Lightship Closed Area**

18

19 This exemption allows sector vessels to access portions of the Nantucket Lightship
 20 Closed Area to provide additional opportunities to target monkfish, dogfish, and skates.
 21 A trawl vessel may fish in the Western Exemption Area with any legal trawl gear. A trawl vessel
 22 fishing in the Eastern Exemption Area is restricted to approved selective trawl gear, including
 23 the separator trawl, the Ruhle trawl, or the rope trawl. Flounder nets are prohibited in the
 24 Eastern Exemption Area. A hook vessel is permitted in both areas. A gillnet vessel is restricted
 25 to fishing 10-inch (25.4-cm), or larger, diamond mesh in both areas. A gillnet vessel must use
 26 pingers when fishing in the Western Exemption Area from December 1 – May 31, because this
 27 area lies within the existing Southern New England Management Area of the Harbor Porpoise
 28 Take Reduction Plan.

29

30 The Western and Eastern Nantucket Lightship Closed Areas are defined by lines connecting the
 31 points listed below in the order stated.

32

33 **Western Nantucket Lightship Closed Area**

34

35 POINT	LATITUDE	LONGITUDE
36 A	40°50'N	70°20'W
37 B	40°50'N	70°00'W
38 C	40°20'N	70°00'W
39 D	40°20'N	70°20'W
40 A	40°50'N	70°20'W

41

42 **Eastern Nantucket Lightship Closed Area**

43

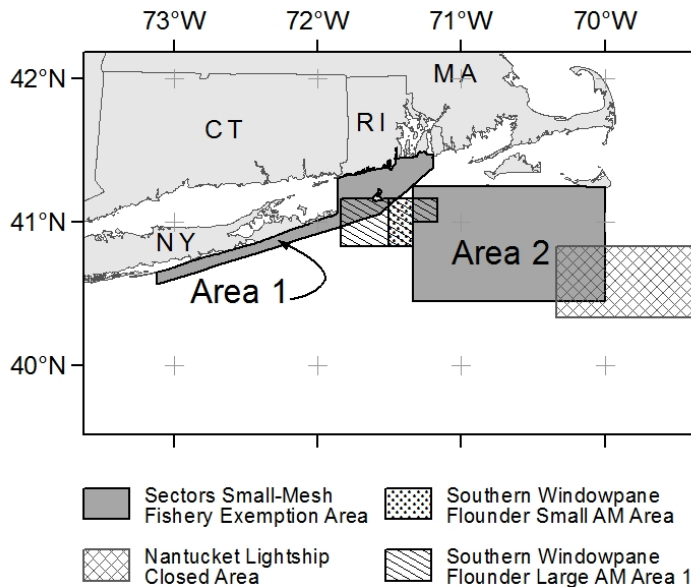
44 POINT	LATITUDE	LONGITUDE
45 A	40°50'N	69°30'W
46 B	40°50'N	69°00'W

1 C 40°20'N 69°00'W
 2 D 40°20'N 69°30'W
 3 A 40°50'N 69°30'W
 4

5 Any vessel that intends to access the Western or Eastern Nantucket Lightship Closed
 6 Areas must declare a closed area trip through the VMS trip start hail by checking the box
 7 next to “Closed Area Trip” under sector exemptions. Trip Start Hails must be submitted
 8 prior to departure. The sector must follow any additional trip declaration or reporting
 9 requirements that NMFS implements during the fishing year.

10
 11 Prohibition on combining small-mesh exempted fishery and sector trips

12
 13 The exemption applies to sector trips only and is intended to allow a vessel to catch some
 14 small-mesh species after targeting groundfish. A vessel could land whiting, longfin
 15 squid, mackerel, herring and other small-mesh species, provided the vessel still meets the
 16 requirements of those fisheries. Because of declaration, observer, and reporting
 17 requirements in other fisheries, a vessel may not be able to target groundfish and catch
 18 more than incidental amounts of small-mesh species. A sector vessel must fish with trawl
 19 nets that meet current regulatory requirements and sector exemptions during the first part
 20 of the trip, but may switch to modified small mesh gear for the second portion of the trip.
 21 The small-mesh portion of the trip must be fished in Small Mesh Areas 1 and 2,
 22 described below and must use the modified small mesh gear described below.



23
 24
 25 Sector Small-Mesh Fishery Exemption Area 1 is bounded by the following coordinates
 26 connected in the order listed by straight lines, except where otherwise noted:

27

Point	N. Latitude	W. Longitude	Note
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A	<u>40°39.2'</u>	<u>73°07.0'</u>	
B	<u>40°34.0'</u>	<u>73°07.0'</u>	
C	<u>41°03.5'</u>	<u>71°34.0'</u>	
D	<u>41°23.0'</u>	<u>71°11.5'</u>	
E	<u>41°27.6'</u>	<u>71°11.5'</u>	(1)
F	<u>41°18.3'</u>	<u>71°51.5'</u>	
G	<u>41°04.3'</u>	<u>71°51.5'</u>	(2)
A	<u>40°39.2'</u>	<u>73°07.0'</u>	

(1) From POINT E to POINT F along the southernmost coastline of Rhode Island and crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.

(2) From POINT G back to POINT A along the southernmost coastline of Long Island, NY, and crossing all bays and inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.

Sector Small-Mesh Fishery Exemption Area 2 is bound by the following coordinates connected in the order listed by straight lines. Sector vessels cannot fish the small-mesh portion of their trip using this exemption in the Nantucket Lighthouse Closed Area where the two areas overlap.

Point	N. Latitude	W. Longitude
H	<u>41°15.0'N</u>	<u>71°20.0'W</u>
I	<u>41°15.0'N</u>	<u>70°00.0'W</u>
J	<u>40°27.0'N</u>	<u>70°00.0'W</u>
K	<u>40°27.0'N</u>	<u>71°20.0'W</u>
H	<u>41°15.0'N</u>	<u>71°20.0'W</u>

The modified small mesh gear must contain either:

- A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-inch headrope setback; or
- a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes hung on the half (a hanging ratio of 2:1); or
- an excluder grate secured forward of the codend with an outlet hole forward of the grate with bar spacing of no more than 1.97 inches (5.00 cm) wide.

In order to use this exemption, the following additional conditions and restrictions apply:

1. Prior to leaving the dock, the vessel must declare a small mesh trip through the VMS trip start hail by checking the box next to “Other Exemption (when directed by NMFS)” under sector exemptions.

- 1 2. A vessel declaring this exemption must render its small mesh gear not available
2 for immediate use, as defined by 50 C.F.R. § 648.2, when using large-mesh gear
3 during the first portion of the trip.
4
- 5 3. Upon completing the large-mesh portion of the trip, the vessel must submit a
6 Multispecies Catch Report via VMS with a good faith estimate of all catch on
7 board and with Step 5 completed.
8
- 9 4. The date-time stamp of the Multispecies Catch Report indicates to Enforcement
10 that the vessel is now in the second portion of the trip and is prohibited from
11 redeploying its large-mesh gear.
12
- 13 5. Following submission of the Multispecies Catch Report, the vessel may deploy its
14 modified small mesh gear in the areas described above and is prohibited from
15 fishing outside of the small mesh exemption areas. All other applicable
16 regulations apply to this portion of the trip.
17
- 18 6. The vessel must comply with the remaining requirements of a sector trip,
19 including the submission of VTRs, a trip end hail, and a final Multispecies Catch
20 Report.
21
- 22 7. A vessel fishing with this exemption must retain and land all legal-sized
23 groundfish on both the regulated mesh and small mesh portions of the trip.
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2.7. Inshore Gulf of Maine Cod Declaration Plan

A portion of Broad Stock Area 1 (BSA1) will be defined as an **Inshore GOM Zone** as follows: West of 70:15 longitude to the shoreline north to the Maine coast, west, and south to Cape Cod.

If the trip CARRIES an observer or monitor, the vessel may declare and execute its intent to fish inside the portion of BSA1 designated the Inshore GOM area, as well as any other area. In other words, nothing changes.

If the trip DOES NOT carry an observer or monitor, the vessel selects from these options:

1. If the vessel wishes to fish in the Inshore GOM Zone, the vessel must declare and execute its intent to fish inside BSA1 exclusively for the trip. You can't cross into the Georges Bank areas
2. If the vessel wishes to fish outside of BSA1 (the Gulf of Maine) on a trip, it is prohibited from fishing in the Inshore GOM Zone.

Declarations will be made to the sector manager via the Trip Start Hail. If the Member declares more than one BSA on the trip, the Member is prohibited from conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their VMS unit or third party software, and check the “ Inshore Gulf of Maine” from the list of Sector Ops Plan Provisions in the Trip Start Hail.

1
2 **3. REPORTING**
3

4 **3.1. Issue Tracking**
5

6 The JIRA issue tracking application will be used to report all data quality issues to
7 the appropriate personnel for research and correction activities.
8

9 **3.2. Reporting to NMFS**
10

11 The sector manager will submit a weekly, or daily, report (§ 648.87(b)(1)(vi)(B))
12 to NMFS that includes the:

- 13 • Sector Manager Detail Report: This provides information down to the sub-
14 trip level about each sector trip for a given week, regardless of the
15 completeness of the data. The information includes stock, gear, mesh
16 categories, landing amounts, discards, and total catch.
- 17 • Sector Manager Trip Issue Report: This provides information about sector
18 trips for a given week that have enforcement or other issues. The sector
19 manager submits one Issue Report per reporting period.
- 20 • One of the following:
 - 21 ○ *Sector Manager ACE Status Report*: This provides the means for
22 sector managers to report their ACE status calculations. This
23 allows NMFS to cross-check totals, as stipulated in Amendment
24 16.
 - 25 ○ *Sector Manager Daily ACE Status Report*: This provides the
26 means for sector managers to report their ACE status calculations
27 on a daily basis if either of two "trigger points" (thresholds) has
28 been reached in the current FY.
29

30 Weekly reports must include any enforcement or reporting compliance issues, including
31 violations of Operations Plans (exclusive of defined administrative provisions), violations
32 of regulations, or general problems with monitoring or sector operations during the
33 reporting period.
34
35

1
2 **4. CONSOLIDATION OF ACE AND REDIRECTION OF EFFORT**

3 **4.1. Consolidation of ACE**

4
5 In FY 2016, 35% of the permits expected to be enrolled in the SHS1 for FYs 2017
6 and 2018 are attached to vessels actively fishing for NE multispecies. For FYs 2017
7 and 2018, the SHS1 has 30 permits currently enrolled. Of those permits, 8 are
8 anticipated to actively fish for NE multispecies in FY2017. While these numbers may
9 change, the SHS1 expects that, compared to FY2016, there would be no change in the
10 consolidation that previously occurred among the members during FY2016.
11

12
13 **4.2. Redirection of Effort**

14
15 The SHS1 anticipates that vessels will not increase their fishing effort in other
16 fisheries. It is the intent of the Members to continue their historical participation in
17 the scallop, monkfish, herring, mackerel, skate, dogfish, squid, whiting, lobster and
18 shrimp fisheries for which they possess federal or state permits.
19

20 During FY2016, no SHS1 vessel switched fishing efforts.
21

22 During FYs 2017 and 2018, the SHS1 anticipates no significant redirection of effort
23 to other fisheries.
24
25
26
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29

1
2 **5. ENFORCEMENT**

3
4 **5.1. Agreement Enforcement**

5
6 Each of the Members and the Sector shall have the right to have any provision of this
7 Agreement specifically enforced, through injunction, restraining order or other form
8 of equitable relief.

9
10 Each Member agrees that the Sector, through its representatives, and/or any other
11 Member may enforce this Agreement on behalf of the Sector and/or its Members.

12
13 Each Member agrees to take all actions and to execute all documents necessary or
14 convenient to give effect to the enforcement procedures contemplated by this
15 Agreement, the Harvesting Rules and any Schedule of Penalties.

16
17 **5.2. Restrictions on Fishing Activity**

18
19 The Members acknowledge they may be held jointly and severally liable for civil
20 penalties to NMFS that result from any member causing the Sector to exceed its
21 ACE; any member discarding legal sized allocated groundfish; any member or vessel
22 operator misreporting their own catch and discards of allocated groundfish species to
23 NMFS or the Sector Manager;

24
25 The Members further acknowledge and agree that monetary penalties could be
26 inadequate recourse under such circumstances.

27
28 Therefore, the Members acknowledge and agree that each of them will comply with a
29 “stop fishing” order from the Sector, which shall be issued by the Board, the Manager
30 or the Infractions Committee, and each of the Members further agrees that if any
31 Member fails to comply with such order, the Sector shall have the authority to obtain
32 an injunction, restraining order or other equivalent form of equitable relief to give
33 effect to such “stop fishing” order.

34
35 **5.3. Joint and Several Liabilities**

36
37 Sector members acknowledge and agree that they and the sector may be held jointly
38 and severally liable for discarding legal sized fish, misreporting, and Annual Catch
39 Entitlement (ACE) overages as specified in Federal regulations.

40
41 **5.4. Infractions Committee**

42
43 The Board shall appoint an infractions committee (the “Committee”) as necessary to
44 ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting
45 Rules, the Plan and other Sector requirements as adopted under the terms of this
46 Agreement and the Sector’s Bylaws.

1
2 The Committee will be comprised of at least three Board members excluding any
3 Board member who may be subject to investigation.
4

5 The Committee shall annually prepare and recommend to the Board for its approval a
6 schedule of penalties, which shall be similar in form to Exhibit A (the “Schedule of
7 Penalties”), for any unauthorized fishing activities (whether under applicable laws,
8 rules and regulations or otherwise) and for violations of this Agreement, the
9 Harvesting Rules, the Plan and other Sector requirements as may be adopted under
10 the terms of this Agreement or the Sector’s Bylaws.
11

12 The Board shall review and approve any Schedule of Penalties prior to the
13 commencement of the fishing year.
14

15 In addition, the Committee shall have the authority to take any number of
16 enforcement measures against the Members for the non-payment of membership dues
17 and/or poundage fees. Such enforcement measures may include expulsion of the
18 violating Member under Section 3 and /or issuing a “stop fishing” order against such
19 Member.
20

21 **5.5. Procedures for Investigations**

22

23 In addition to the Manager’s authority to invoke penalties under the Schedule of
24 Penalties, the Manager may, on his own, and shall, at the request of a Member,
25 request that the Committee conduct an investigation of possible infractions of the
26 Agreement, the Harvesting Rules, the Plan, or other Sector requirements as may be
27 adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a
28 meeting of the Committee and presenting it with the information that is the basis for
29 the Manager’s or Member’s opinion that an infraction occurred.
30

31 Such Committee member assignments shall be rotated. If, upon the conclusion of
32 such investigation, the Committee determines by an affirmative vote of a majority
33 (51%) of its members that a violation of this Agreement, the Harvesting Rules, the
34 Plan, or other Sector requirements (as may be adopted under the terms of this
35 Agreement or the Sector’s Bylaws) has occurred, it may impose any penalties
36 prescribed in the Schedule of Penalties to the Member, its Permits and its
37 Participating Vessels by the Sector, or issue “stop fishing” orders.
38

39 The Committee shall exercise all reasonable efforts to ensure that penalties and
40 settlements are commensurate with the nature and extent of the violation, are
41 designed to further the purposes of the Plan, and are uniform with those reached in
42 similar circumstances.
43

44 All appeals from such Committee action shall be taken in accordance with Section
45 5.11 hereof. Each of the Members agrees to cooperate fully with the Manager and the

1 Committee in such investigations and procedures (including cooperation with any
2 requests for information or data that may be made by the Manager or the Committee).

3 4 **5.6. Penalties for Violations**

5
6 Any penalties that are imposed upon a Member by the Sector pursuant to the terms of
7 this Agreement shall be in addition to, and not in lieu of, any other potential state or
8 federal penalty that may be imposed upon such Member.

9 10 **5.7. Expulsion**

11 12 5.7.1. Cause

13
14 The Members agree that any Member may be expelled from the Sector if the
15 actions of such Member and/or its Participating Vessels (or the Participating
16 Vessels' operators) seriously undermine and threaten the existence of the Sector,
17 the actions of such Member and/or its Participating Vessels (or the Participating
18 Vessels' operators) have exposed other Members of the Sector to monetary
19 penalties and/or legal actions, such Member has been convicted of a serious
20 crime, or such Member has not paid its membership dues and/or poundage fees
21 as required by the bylaws.

22 23 5.7.2. Procedure

24
25 Any Member, the Committee or the Manager may submit to the Board a request
26 to have a Member, its Permits and/or its Participating Vessels expelled from the
27 Sector (the "Expulsion Request").

28
29 Such Expulsion Request shall be in writing and shall include an explanation of the
30 basis for expulsion.

31
32 The Board shall vote on such Expulsion Request within fourteen (14) days of
33 receipt of such Expulsion Request.

34
35 The affirmative vote of two-thirds of the members of the Board shall be required
36 in order to expel a Member, its Permits and/or its Participating Vessels.

37
38 Expulsion shall be effective immediately upon the receipt of the requisite vote by
39 the Board.

40
41 Board members cannot vote on the expulsion of one or more of their own vessels.

42
43 As required by 50 CFR Part 648.87 or any substitute or successor provision, a
44 Member, its Permits and/or its Participating Vessels expelled during any fishing
45 year may not fish outside of the Sector under a NE multispecies DAS program
46 during the remainder of such fishing year.

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Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS by email that the Member’s Permits and/or Participating Vessels are no longer included in the Sector.

5.8. Notification to NMFS

If a member is expelled or has been issued a “stop fishing” order the Sector Manager will notify NMFS immediately by email or by telephone, and confirm NMFS has received the notice.

5.9. Penalties and Attorney’s Fees

Penalties for any violations of this Agreement shall, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorney fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement.

To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement.

In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party’s reasonable costs and attorney’s fees associated with the proceeding.

5.10. Application of Fines, Penalties, and Damages

All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector.

Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient management of groundfish stocks for the benefit of the resource and those that harvest the resource.

5.11. Appeal from Committee Decision

If the Committee has determined that a Member has violated this Agreement or makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation section on catch verification), such violating Member shall have five business days following the date of the Committee’s

1 determination to request reconsideration of the enforcement or other action and/or
2 propose an alternative form of penalty.

3
4 Such request shall be made in writing and shall be addressed to the Board.

5
6 The Board may, in its sole discretion, grant or deny any request for reconsideration
7 and may, in its sole discretion, approve or disapprove any alternative form of penalty;
8 provided, that the Board shall exercise all reasonable efforts to ensure that penalties
9 and settlements are commensurate with the nature and extent of the violation, are
10 designed to further the purposes of the Plan are uniform with those reached in similar
11 circumstances.

12 13 **5.12. Dispute Procedures**

14
15 Prior to instituting any litigation or other dispute resolution, the parties shall follow
16 applicable procedures set forth in this Agreement for the resolution of such dispute.

17
18 Any appeals taken with respect to any dispute that arises in connection with this
19 Agreement shall be taken in the federal district court in Portland, Maine or, if said
20 court does not have jurisdiction, in such courts in the State of Maine that do have
21 jurisdiction.

22 23 **5.13. Indemnification**

24
25 Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to
26 indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”)
27 in respect of their respective Losses; provided that such losses result or arise from a
28 third party claim or governmental proceeding brought against or involving the
29 Indemnitee, which is based on or relates to this Agreement violation of applicable
30 laws, rules or federal fishery regulations or breach of any covenant, agreement or
31 obligation contained in this Agreement, the Harvesting Rules or other Sector
32 requirements as may be adopted under the terms of this Agreement or the Sector’s
33 Bylaws.

34
35 The indemnification obligations of the parties shall be joint and several.

36
37 For the purposes of this Section, “Losses” shall mean any and all claims, liabilities,
38 obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages,
39 dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid
40 in settlement (including reasonable attorneys’ and witness fees and disbursements in
41 connection with investigating, defending or settling any action or threatened action)
42 arising out of any claim, complaint, demand, cause of action, action, suit or other
43 proceeding asserted or initiated or otherwise existing.

44
45 The obligations under this Section shall survive the termination of this Agreement
46 and the expulsion of any Member pursuant to Section 2.7.

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5.14. Administrative Enforcement

The following sections of the operations plan are exclusive to administration of the sector:

- 1.1
- 2.1 inclusive
- 2.2.1, 2.2.4, 2.2.7
- 2.3 inclusive
- 2.4
- 2.7
- 5 inclusive, excepting 5.3

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5.15. Schedule of Penalties

Penalty Schedule			
VIOLATION	FIRST	SECOND	THIRD
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning); Exceeding ACE and not acquiring additional ACE to replace it.	Up to \$5,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to \$10,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to expulsion and all legal and administration fees, and/or up to \$10,000 + (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	Up to \$50,000 (stop fishing order for 30 days) and all legal and administration fees.	Up to \$100,000 (unable to fish for the remainder of the fishing year) and all legal and administration fees.	Up to expulsion and all legal and administration fees.
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop order, entering a closed area, transfer of fish from a non-Sector vessel to a Sector vessel, subverting the reporting requirements (misappropriating landings) or any other action which could cause the sector to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days) and all legal and administration fees	Up to expulsion and all legal and administration fees	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	Up to \$10,000 and all legal and administration fees	N/A	N/A
VIOLATIONS REGARDING ASM REQUIREMENTS			
Violation which places the sector's ability to comply with requirements of the ASM program in jeopardy	Written notice	Written notice, up to Stop Fishing notice until remedy implemented	Written warning, up to Stop Fishing notice until remedy implemented

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6. APPENDIX 1: SHS1 BOARD OF DIRECTORS

Frank Patania

Tory Bramante

Bud Fernandes

James Odlin

Maggie Raymond

Phil Ruhle

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7. APPENDIX 2: SHS1 CORPORATE CERTIFICATE OF STANDING

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.

I further certify that SUSTAINABLE HARVEST SECTOR is a duly organized nonprofit corporation without capital stock under the laws of the State of Maine and that the date of incorporation is August 16, 2007.

I further certify that said nonprofit corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said nonprofit corporation is a legally existing nonprofit corporation in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this first day of September 2014.





Matthew Dunlap
Secretary of State

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4

1
2 **APPENDIX 3: SHS1 ASM PROGRAM DESCRIPTION**
3

4 The Northeast Fisheries At-Sea Monitor Program
5

6 National Marine Fisheries Service, Northeast Fisheries Science Center
7
8

9 C.1. BACKGROUND OVERVIEW
10

11 The National Oceanographic and Atmospheric Administration 's (NOAA) mission is to
12 understand and predict changes in the Earth's environment and conserve and manage
13 coastal and marine resources to meet our Nation's economic, social, and environmental
14 needs. NOAA's National Marine Fisheries Service (NMFS) supports the overall NOAA
15 mission by focusing on stewardship of living marine resources through science-based
16 conservation and management and the promotion of healthy ecosystems.
17

18 NMFS is responsible for the management, regulatory compliance, economic data and
19 protection of living marine resources within the United States Exclusive Economic Zone.
20 NMFS also plays a supportive and advisory role in the management of living marine
21 resources in coastal areas under state jurisdiction. It provides scientific and policy
22 leadership in the international arena, and implements international conservation and
23 management measures as appropriate.
24

25 Under this mission, the goal is to optimize the benefits of living marine resources to the
26 Nation through sound science and management. This requires a balancing of multiple
27 public needs and interests in the sustainable benefits and use of living marine resources,
28 without compromising the long-term biological integrity of coastal and marine
29 ecosystems.
30

31 Many natural and human-related factors affect the status of fish stocks, protected species
32 and ecosystems. Although these factors cannot all be controlled, available scientific and
33 management tools enable the agency to have a strong influence on many of them.
34 Maintaining and improving the health and productivity of these species is the heart of the
35 NMFS mission. These activities will maintain and enhance current and future
36 opportunities for the sustainable use of living marine resources as well as the health and
37 biodiversity of their ecosystems.
38

39 NMFS has three objectives in its mission to protect, restore, and manage the use of
40 coastal and oceanic resources:
41

- 42 • Protect and restore ocean, coastal, and Great Lakes resources
- 43 • Recover protected species
- 44 • Rebuild and maintain sustainable fisheries.
45

1 NMFS will measure its performance against these objectives using the following
2 measures:

- 3
- 4 1) Increased number of coastal and marine ecosystems maintained at a healthy and
5 sustainable level
- 6 2) Increased social and economic value of the marine environment and resources
7 (e.g., seafood, recreation, and tourism)
- 8 3) Increased number of acres and stream-miles restored for coastal and ocean species
- 9 4) Increased number of protected species in a stable condition or in an upward trend
- 10 5) Increased number of managed species that are at optimum levels
- 11 6) Improved ecological conditions in coastal and ocean protected areas
- 12

13 Additionally, Amendment 16 to the Northeast (NE) Multispecies Fishery Management
14 Plan (FMP) was developed by the New England Fishery Management Council (Council)
15 as part of the biennial adjustment process established in the FMP to update status
16 determination criteria for all NE multispecies (groundfish) stocks; adopt rebuilding
17 programs for groundfish stocks newly classified as being overfished and subject to
18 overfishing; and revise management measures necessary to end overfishing, rebuild
19 overfished groundfish stocks, and mitigate the adverse economic impacts of increased
20 effort controls. In addition, Amendment 16 would implement new requirements for
21 establishing allowable biological catch (ABC), annual catch limits (ACLs), and
22 accountability measures (AMs) for each stock managed by the FMP, pursuant to the
23 Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act),
24 as revised. This action is necessary to address the results of the most recent stock
25 assessment that indicates that several additional groundfish species are overfished and
26 subject to overfishing and that stocks currently classified as being overfished require
27 additional reductions in fishing mortality to rebuild by the end of existing rebuilding
28 periods.

29

30 The Northeast Fisheries Science Center (NEFSC), National Marine Fisheries
31 Service (NMFS) is required to collect scientific, management, regulatory compliance and
32 economic data for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing
33 vessels participating in the groundfish multispecies Fisheries Management Plan. These
34 data cannot be obtained at the dock or on Government research vessels. These data are
35 needed for the management and monitoring of Annual Catch Limits and groundfish
36 sectors.

37

38 Every sector should equally be covered at 16% (8% by At-Sea Monitors and 8%
39 by NEFOP observers). The coverage rates apply to the seaday level. At-Sea Monitors
40 will be systematically assigned by NMFS to a vessel to ensure the coverage is fair and
41 even. Several types of fishing gear may be used: longline, trawl, and gillnet. A
42 monitored trip must be a trip where landings of groundfish occur (a “groundfish”, “skate”
43 or “monkfish” trip as defined in Amendment 16). Coverage levels will be in terms of
44 number of seadays. At-Sea Monitoring standards will be consistent with the final
45 regulations implemented under Amendment 16, unless further specified by NMFS. As

1 described in the rule, Northeast Fisheries Observer Program (ASM) observers take
2 precedence over At-Sea Monitors for vessel placement when deployments overlap.

3 4 C.2. AT-SEA MONITOR PROGRAM OBJECTIVES

5
6 NMFS has an extensive program to monitor and observe living marine resources and
7 associated communities to provide information on biota, their habitats, and the human
8 activities and actions that may impact coastal and ocean ecosystems. Data are the
9 foundation of scientific advice, which provides information to management to support
10 decision-making. A more consistent flow of high quality, credible information is
11 required to improve decision-making. To collect the quantity and quality of data
12 necessary, NMFS intends to improve its capacity to conduct surveys and to conduct
13 research and studies for better understanding of ecosystems. These efforts rely on
14 extensive collaboration with fisheries participants and other stakeholders in the living
15 marine resource decision process.

16
17 At-Sea Monitors are the only independent data source for some types of at-sea
18 information such as bycatch composition and mortality, and marine mammal, sea bird
19 and sea turtle interactions. Although vessel self-reporting is often utilized, only limited
20 data collection demands can reasonably be placed on the captain and crew. In addition,
21 the reliability of self-reported information is a concern for scientists and policy makers,
22 who use the data to make fishery management decisions for the purpose of maintaining
23 the nation's marine resources.

24
25 Currently, more than 500 At-Sea Monitors are deployed in 11 At-Sea Monitor programs
26 most of which are administered through NMFS 6 regional Fisheries Science Centers
27 (FSC). Increasing NMFS At-Sea Monitor data coverage is essential to reliably
28 estimating catch and bycatch and helping to implement programs to reduce bycatch.
29 Additional benefits of enhanced At-Sea Monitor programs are near real-time monitoring
30 of biological and environmental conditions and sampling opportunities not available from
31 dockside sampling. This includes information on marine mammals, turtles and seabirds,
32 resource abundance, contaminants, habitat, life history, and other basic biological
33 information.

34
35 NMFS is required to collect scientific, management, regulatory compliance, and
36 economic data for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing
37 vessels. These data cannot be obtained at the dock or on Government research vessels.
38 These data are needed for the management of fisheries occurring in the U.S. Exclusive
39 Economic Zone (EEZ) and the high seas beyond the EEZ.

40
41 NMFS desires contractor support, as described below, to satisfy these requirements.

42 43 C.3. SCOPE AND OUTCOMES

44
45 The contractor shall provide and retain the necessary qualified personnel, material,
46 equipment, services, and facilities (except as otherwise specified) to perform quality

1 environmental, and fisheries operations data collection, data analysis, and information
2 dissemination for the Northeast Fisheries Science Center (NEFSC) Data quality is of the
3 utmost importance. Quality data collection, analysis, and dissemination are expected to
4 increase the critical information gathered for stock assessments to manage the species.

5
6 This Statement of Work (SOW) defines the requirements and services necessary to
7 provide program continuity, integrity, and productivity.

8 9 C.3.1. Policies and Regulations

10
11 In addition to the Federal Acquisition Regulation (FAR) clauses referred to and listed
12 herein of this Request for Proposal (RFP), the contractor shall comply with the Federal
13 Regulations, Acts, Executive Orders, Special Publications, Guidelines, NOAA Directives
14 and Policies and standards listed below. This listing is not all-inclusive and is not
15 intended to relieve the contractor of its responsibilities for identification of applicable
16 statutes, regulations and procedures and compliance therewith, when performing work
17 under this SOW.

- 18
- 19 • Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- 20 • Marine Mammal Protection Act (MMPA)
- 21 • Endangered Species Act (ESA)
- 22 • Data Quality Control Act (P.L. 106-514)
- 23 • Information Technology Security Policy
- 24 • Fisheries Management Plans (FMP)
- 25 • Biological Opinions (BO)
- 26 • Take Reduction Team (TRT)
- 27 • NOAA Safety Standards
- 28 • Fair Labor Standards Act (FLSA)
- 29 • Service Contract Act (SCA)
- 30 • Department of Labor Wage Determinations
- 31 • Applicable Federal and State labor laws
- 32 • At-Sea Monitor Health and Safety regulations
- 33 • Federal, state, and local safety regulations
- 34 • Merchant Marine Act (Jones Act) and General Maritime Law
- 35 • U.S. Longshore and Harbor Worker's Compensation Act

36 37 C.4. PERFORMANCE WORK STATEMENT

38
39 The contractor shall meet all requirements of the SOW.

40 41 C.4.1. Management Requirements

42 43 C.4.1.1. Project Management

44
45 The contractor shall perform all Project Management functions including contract,
46 technical, personnel, administrative, logistic, quality, business, and other management

1 functions that are necessary to execute the total effort required by this SOW. The
2 contractor shall provide all personnel and other resources, except as otherwise specified
3 in this SOW, necessary to accomplish these functions. The contractor shall effect these
4 management functions through an integrated management approach, including cost,
5 schedule, and technical performance within an acceptable project management
6 framework. The contractor shall develop and submit to NMFS a Project Management
7 Plan (as further defined in Section F.5.2) for approval that details how the contractor will
8 manage the contract and its At-Sea Monitor program.

9 10 C.4.1.2. Project Manager

11
12 The contractor shall assign a Project Manager to be the focal point for communications
13 between NMFS and the contractor. The assigned Project Manager shall be designated as
14 Key Personnel for this contract (per Section H.7). Ensure that all key personnel attend
15 any refresher trainings for At-Sea Monitors. For a specific job description see Section J,
16 Attachment 2, Labor Category Classifications and Job Descriptions.

17 18 C.4.1.3. Coordinators

19
20 The contractor shall assign coordinators as needed to coordinate At-Sea Monitor
21 deployment and provide At-Sea Monitor support services. The coordinator shall be
22 designated as key personnel under this contract (per section H.8). All coordinators are
23 required to maintain current At-Sea Monitor Certification. Ensure that all key personnel
24 attend any refresher trainings for At-Sea Monitors. For a specific job description see
25 Section J, Attachment 2, Labor Category Classifications and Job Descriptions.

26 27 C.4.1.4. Management Reporting and Coordination

28
29 The contractor shall prepare and submit to the Contracting Officer (CO) , Contracting
30 Officer's Technical Representative (COTR) a monthly Status Report, as listed in Section
31 F.5.1, that provides information on project status to include, contract award-to-date
32 financial expenditures; At-Sea Monitor retention status; any problems or issues
33 encountered; and other information as may be requested by the COTR.

34 35 C.4.1.5. Performance Measures

36
37 The contractor shall monitor and meet all requirements as stated in the SOW.

38 39 C.4.2. Operational Requirements

40
41 At-Sea Monitors are deployed, in accordance with coverage rates developed by NMFS
42 and as assigned through the Pre-Trip Notification System (PTNS), to vessels. Due to
43 availability of funding, changes in the fishery management, such as emergency closures,
44 court ordered closures, weather, and unforeseen events must remain flexible. Additional
45 funding for sea days may be added to the contract within the scope and maximum
46 allowable sea days.

1
2 The following items define the operational services to be provided by the contractor
3 under this contract.

4
5 C.4.2.1. At-Sea Monitor Recruitment and Retention Requirements
6

7 The recruitment and retention of fully qualified At-Sea Monitors is essential to successful
8 performance under the contract. At-Sea Monitors shall be employees of the contractor.
9 The contractor shall provide sufficient qualified At-Sea Monitors to complete the
10 mandated coverage requirement by selecting the best candidates.

11
12 The contractor shall describe their strategy for recruiting qualified candidates and
13 retaining their services, as referenced in Section F.5.4. The contractor shall manage its
14 At-Sea Monitors to retain both experienced and new At-Sea Monitors. The contractor is
15 encouraged to provide incentives for superior performance demonstrated by their work
16 force.

17
18 C.4.2.2. Eligibility Requirements
19

20 C.4.2.2.1. Educational Qualifications
21

22 Collecting marine fisheries data during fishing activities requires speed and accuracy.
23 At-Sea Monitors must possess the minimum educational and experience requirements
24 and specific psychological and physical qualities cited in the Minimum At-Sea Monitor
25 Qualifications for educational requirements (Section J, Attachment 3, NMFS At-Sea
26 Monitor Eligibility Requirements).

27
28 C.4.2.2.2. Non-Conflict of Interest
29

30 Section J, Attachment 4 (Statement of Non-Conflict of Interest)
31

32 C.4.2.2.3. Physical/Medical Condition
33

34 Section J, Attachment 5 (Physical Standards & Acknowledgement of Risks)
35

36 C.4.2.2.4. Communication Skills
37

38 At-Sea Monitor candidates must be able to clearly and concisely communicate verbally
39 and in writing in English.
40

41 C.4.2.2.5. Citizenship or Ability to Work Legally in the United States
42

43 At-Sea Monitor must be a U.S. Citizen, or a non-citizen who has a green card, TN
44 Authorization, H1 visa, or valid work visa, and a social security card.
45

46 C.4.2.2.6. Statement of No Criminal Conviction

1
2 Section J, Attachment 6 (Statement of No Criminal Conviction)

3
4 C.4.2.2.7. CPR and First Aid Requirements

5
6 At-Sea Monitors shall obtain and maintain current certification for CPR by the American
7 Red Cross or American Heart Association (AHA) or other as approved by the COTR.
8 Completion of a basic First Aid class is also required before the start of training. A copy
9 of CPR and First Aid certification(s) for all At-Sea Monitors will be provided to NMFS 7
10 calendar days prior to the first day of training and annually thereafter.

11
12 C.4.2.2.8. At-Sea Monitor Standards of Conduct

13
14 At sea, At-Sea Monitors work in a self-supervised capacity and shall maintain high
15 standards of conduct. At-Sea Monitors shall maintain a professional, objective demeanor
16 at all times. At-Sea Monitors shall comply with these standards and those set forth in the
17 Standards of Conduct (Section J, Attachment 7, At-Sea Monitor Standards of Conduct).

18
19 C.4.2.3. Observer/At-Sea Monitor Duties and Data Collection Requirements

20
21 (a) General Observer Duties and Data Collection Requirements – Fishery Observer I,
22 II, and III

23
24 i. Observers/At-Sea Monitors shall collect scientific, management, compliance, and
25 other data at sea through interviews of vessel captains and crew; observations of fishing
26 operations; sampling catch; measuring selected portions of the catch and fishing gear; and
27 collecting samples. Observer/At-Sea Monitor coverage is mandated by a number of
28 statutes and is an integral part of the regulations. These authorities empower the
29 observer/At-Sea Monitor to perform certain functions aboard vessels as well as afford
30 protection to the observer/At-Sea Monitor against interference and intimidation in the
31 course of performing his/her duties.

32 ii. Observer/At-Sea Monitors shall collect data on fishing effort, location, retained
33 catch and discarded catch for each gear deployment that occurs while the observer/At-Sea
34 Monitor is aboard the vessel. The At-Sea Monitor Sampling Manual describes data
35 collection protocols for gear deployment that the observer/At-Sea Monitor sees as well as
36 those not observed.

37 iii. Observer/At-Sea Monitors shall collect length samples from segments of the
38 catch. Observer/At-Sea Monitor protocols, priorities, and data/sample collection
39 procedures are detailed in the At-Sea Monitor Manual.

40 iv. Observer/At-Sea Monitors shall collect information on any incidentally captured
41 sea turtles, including, but not limited to, location of take, biopsies, measurements, photos,
42 and any other information. Observer/At-Sea Monitors shall also collect information on
43 any marine mammals or other protected species interactions. When protected species are
44 caught, the primary responsibility of the observer/At-Sea Monitor shall be to handle and
45 release the protected species.

1 v. Observers shall participate in all training, briefings and debriefings as required by
2 the COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by
3 NMFS and requested by the COTR (Section B – Supplies or Services and Prices/Costs
4 Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor
5 ensures that the data are complete and as accurate as possible before computer audits are
6 run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor in the
7 field and errors can be corrected immediately. Debriefings shall occur on a regular basis
8 and as frequently as possible either by email, phone or in person. Debriefings shall
9 consist of but are not limited to:

- 10
- 11 1) Reviewing sampling methods and answering observer/At-Sea Monitor questions;
 - 12 2) Reviewing preliminary data;
 - 13 3) Correcting any data errors;
 - 14 4) Reviewing any other past errors or changes in sampling techniques or recorded on
15 forms;
 - 16 5) Reviewing any logistical problems or concerns encountered by the observer/At-
17 Sea Monitor; and
 - 18 6) Testing observer/At-Sea Monitor ability to adhere to sampling protocols
 - 19 7) Checking gear calibration
 - 20 8) Providing the observer/At-Sea Monitor with any updates on modifications to
21 sampling procedures or other program information.
- 22

23 vi. Observer/At-Sea Monitors who encounter captains or vessels' owners operating
24 in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept
25 the observer/At-Sea Monitor on their vessel for deployments shall provide documentation
26 of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to
27 the Branch Chief of the Fisheries Sampling Branch on the day of the event. This
28 documentation shall be of sufficient substance and detail to be usable for NMFS
29 enforcement actions. Narrative shall be provided to completely answer the following
30 guideline questions: who, what, when, and where. This shall be reported on the Incident
31 Report Form (Section J, Attachment 8, Incident Report Form).

32 vii. Observer/At-Sea Monitors may be asked to perform various program support
33 tasks (industry outreach activities, industry meetings, observer/At-Sea Monitor training
34 sessions, port orientations, reconnaissance, other research project needs, etc.). Each
35 observer/At-Sea Monitor should attend at least one (1) Fishery Council Meeting each
36 year in their assigned area. The contractor shall invoice NMFS separately for these hourly
37 costs in Section B Supplies or Services and Prices/Costs Hourly Rate observer/At-Sea
38 Monitor CLINS 0004, 1004 and 2004, and travel costs in Section B Supplies or Services
39 and Prices/Costs Travel CLINS 0002, 1002, and 2002.

40 viii. Observer/At-Sea Monitors shall send in the whole animal or take a photo of all
41 species encountered the Species ID Verification Program quarterly to NMFS (Section J,
42 Attachment 9, Species Verification Program). Failure to do so may result in an
43 observer/At-Sea Monitor's change in status (i.e., pre-probation, probation, and
44 decertification).

45

1 (b) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor
2 Category Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all
3 the General Requirements specified in C.4.3.2a and the following:

- 4
- 5 1. Performs routine tasks associated with recurring and continuing work according
6 to prescribed or established procedural standards and technical methods assigned.
- 7 2. Assures that tasks are completed, data developed, methods used in securing and
8 verifying data are technically accurate and in compliance with instructions and
9 established procedures.
- 10 3. Makes estimates of amounts and species composition of fish caught, retained and
11 discarded, using at a minimum, simple, single stage sampling techniques and
12 dichotomous keys.
- 13 4. According to established standards and detailed procedures, records data on
14 appropriate forms and logs, some of which may be electronic.
- 15 5. Maintains field equipment and supplies.
- 16 6. Collects scientific, management, compliance information, and make observations
17 of fishing operations.
- 18 7. Use and complete a pre-boarding vessel safety checklist.
- 19 8. Measures selected portions of catch including incidentally caught marine
20 mammals, sea birds and sea turtles.
- 21 9. Uses calculator and/or PC for calculations and recording data.
- 22 10. Obtains, enter and transfer data electronically.
- 23 11. Obtains and record information on gear characteristics of fishing gear types while
24 working either on board vessels, on an alternative platform, or at a shore-based facility.
- 25 12. Use interpersonal and communication skills to contact fishermen and schedule
26 observer/At-Sea Monitor sampling trips.
- 27 13. Observes and documents compliance with fishery regulations, and write affidavits
28 as required.
- 29

30 (c) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II
31 shall meet and perform all the General Requirements specified in C.4.3.2a, perform all
32 duties of Fishery observer/At-Sea Monitor I and the following additional duties:

- 33
- 34 1. Independently executes duties, while learning when and how to resolve
35 exceptions and special problems.
- 36 2. Estimate amounts and species composition of fish caught, retained and discarded,
37 utilizing knowledge of various statistically valid sampling methods and dichotomous
38 keys.
- 39 3. Measure selected portions of catch including incidentally caught marine
40 mammals, sea birds and sea turtles.
- 41 4. Uses calculator and/or PC for calculations and recording data.
- 42

43 (d) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III
44 shall meet and perform all the General Requirements specified in C.4.3.2a, perform all
45 duties of Fishery observer/At-Sea Monitor II and the following additional duties:

46

- 1 1. May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
- 2 2. Demonstrates extensive familiarity of methods, procedures and management to
- 3 ensure proper day-to-day operations.
- 4 3. Shifts from one type of responsible technical assignment to other types, which are
- 5 different in terms of equipment used, of data used, and uses to which data will be put.
- 6 4. Makes estimates of amounts and species composition of fish caught, retained and
- 7 discarded, utilizing knowledge of various statistically valid sampling, sub-sampling
- 8 methods and dichotomous keys.
- 9 5. According to established standards and detailed procedures, records data on
- 10 appropriate forms and logs, some of which may be electronic and provide
- 11 recommendations for updates.
- 12 6. Oversees the maintenance of field equipment and supplies.
- 13 7. Collect scientific, management, compliance information, observations of fishing
- 14 operations, measure selected portions of catch including incidentally caught marine
- 15 mammals, sea birds and sea turtles.

16 C.4.2.3.1. Data Deliverables

17
18
19 Electronic data entry by At-Sea Monitors is required in addition to required paperwork,
20 and shall be managed by the contractor in coordination with the COTR. Submission of
21 At-Sea Monitor data to the NMFS shall be accomplished in a timely manner. The
22 contractor shall work with the COTR to establish the appropriate means to transfer the
23 electronic data to the COTR.

24
25 (a). Delivery of paper log data shall be received within 5 calendar days (120 hours) of the
26 vessel landing as referenced in Section F.5.5.

27
28 (b). Delivery of electronic data shall be received within 2 calendar days (48 hours) of the
29 vessel landing as referenced in Section F.5.6.

30
31 (c). Delivery of biological specimens (whole fish samples) shall be received within 5
32 calendar days (120 hours) of the vessel landing as referenced in Section F.5.7.

33
34 At-Sea Monitors shall send any written data and biological specimens directly to NMFS.
35 The Government will provide shipping and supplies. At-Sea Monitors shall assure that
36 biological samples or whole animals requiring freezing are received by the nearest NMFS
37 freezer facility within twenty-four (24) hours of vessel landing. NMFS has freezers
38 located in major fishing ports (Section J, Attachment 10, Freezer Locations). The
39 transfer or transport of the frozen samples or animals must be received by NMFS (At-Sea
40 Monitor Training Center) within 5 calendar days of the trip landing, unless a delay is
41 authorized by the COTR. Costs for travel associated with transport of biological samples
42 will be reimbursed under the travel provision section herein (Section B Supplies or
43 Services and Prices/Costs Travel CLINS 0002, 1002 and 2002).

44 C.4.2.3.2. At-Sea Monitor Communication

1 At-Sea Monitors shall maintain regular contact with their assigned NMFS
2 editor/debriefer. All At-Sea Monitors shall call their editor/debriefer prior to making a
3 trip in a fishery or program covered for the first time or as requested. At-Sea Monitors
4 shall return phone calls or reply to email questions as soon as realistically possible (i.e.,
5 before departing on a multi-day trip). NMFS can request that an in-person meeting occur
6 with an At-Sea Monitor at any time. These meetings will take priority over
7 accomplishment of the sea day schedule. All travel costs associated with required in
8 person debriefings, exit interviews and meetings with NMFS will be reimbursed under
9 the travel provision section herein (Section B Supplies or Services and Prices/Costs
10 Travel CLINS 0002, 1002 and 2002) and the At-Sea Monitor hourly rate will be
11 reimbursed under the hourly rate provision section herein (Section B Supplies or Services
12 and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004).

13
14 NMFS staff will provide written memo updates to the contractor regarding any new or
15 changed sampling protocols, data collection procedures, or other collection or reporting
16 procedures. The contractor shall make certain that At-Sea Monitors comply with
17 changes, as applicable.

18
19 Require that any At-Sea Monitor who leaves the program come into the At-Sea Monitor
20 Training Center complete all exit procedures including an in-house exit interview with
21 NMFS (Section J, Attachment 11, Exit Procedures) within 30 days from landing from
22 their last trip.

23
24 Provide the primary port, contact information(full name, mailing address, residential
25 address, e-mail address, cell phone number, home number, emergency contact name and
26 phone number, and working status (full time or part time). If there is a change made to
27 any variables in the list, an updated list shall be provided to NMFS immediately (Section
28 F.5.8).

29 30 C.4.3. At-Sea Monitor Support Services

31 32 C.4.3.1. Logistic and Operation Support for At-Sea Monitor Deployment

33
34 The contractor shall provide complete logistical and operational support to At-Sea
35 Monitors throughout their employment. The contractor's approach to supporting At-Sea
36 Monitors shall be detailed in the proposal.

37 38 C.4.3.2. Training and Debriefings

39
40 Attachment 34, HR Bulletin 103, provides policy and guidance on training for non-
41 government employees. At least 95% of new At-Sea Monitor recruits are expected to
42 pass the required training course (Section J, Attachment 12, ASM Training Standards)
43 and the required physical examination (Section J, Attachment 5, Physical Standards &
44 Acknowledgement of Risk).

45

1 Training costs are reimbursable and are intended to include all costs associated with At-
2 Sea Monitor training (both initial training and refresher trainings), including, but not
3 limited to, salary during the training period, per diem (meals & reimbursements and
4 lodging), miscellaneous equipment for use during training (as authorized or requested by
5 the Government – Section B Supplies or Services and Prices/Costs Training CLINS
6 0003, 1003 and 2003).

7
8 At-Sea Monitor candidates shall undergo an initial 2-week certification training session
9 with NMFS. A series of tests will be administered during this training that candidates
10 must prior to certification. Candidates must demonstrate their potential to collect
11 accurate field data, and react to unfamiliar situations at sea in a professional manner.
12 NMFS personnel as well as specialists in other areas such as vessel safety shall conduct
13 training. Refresher training sessions will be conducted when data logs or protocols
14 change, at the discretion of the COTR, or when there has been over six months service
15 interruption for the At-Sea Monitor. At-Sea Monitors shall be required to attend an
16 annual refresher course for data collection, species identification, and vessel safety. In
17 order for the At-Sea Monitor to maintain a current certification they must successfully
18 complete the recertification training.

19
20 Three trainings are scheduled for each year (planned trainings will be posted on the FSB
21 website). The contractor shall provide NMFS with at least 45 calendar days prior notice
22 when a training session is needed and identify any foreign nationals that may be attending
23 training (it takes a minimum of 30 working days for foreign national clearance) as
24 referenced in Section F.5.9. For extenuating circumstances, additional trainings may be
25 scheduled at the Government’s discretion. Attendance by a key personnel at training is
26 required for at least two days each week of training.

27
28 The contractor shall submit to NMFS, at least 30 calendar days before the beginning of
29 the training, the following information as referenced in Section F.5.10:

- 30
- 31 • a list of the potential candidates names for review by NMFS
 - 32 • a hard copy (mailed to the COTR) of each candidates resume
 - 33 • a hard copy (mailed to the COTR) of the candidates college transcript
 - 34 • a hard copy (mailed to the COTR) of reference checks from three individuals for
35 each candidate (name of individual providing reference, association with At-Sea Monitor,
36 how long they have known the candidate, contact information (phone number, e-mail),
37 and information about the At-Sea Monitor’s past performance)

38
39 The contractor shall submit to NMFS, at least 14 calendar days before the beginning of
40 the training, the following information as referenced in Section F.5.11:

- 41
- 42 • an updated list of candidates
 - 43 • a medical report for each candidate substantiating the individual’s medical
44 qualifications for the job
 - 45 • online security clearance electronic forms must be initiated by candidates (Section
46 J, Attachment 13, Security Background Instructions)

1
2 The contractor shall submit to NMFS, at least 7 calendar days before the beginning of the
3 training, the following information as referenced in Section F.5.12:

- 4
5 • final list of candidates attending upcoming training session
6 • CPR and First AID Certificate
7

8 NMFS may require additional information regarding At-Sea Monitor candidates and
9 should be consulted regarding any for which proposed candidate there is some question
10 regarding qualifications. Should substitution of At-Sea Monitors be required, the
11 contractor shall also provide their pertinent information to the COTR prior to such
12 substitution. The Government retains the right to reject any At-Sea Monitor proposed by
13 the contractor if his or her qualifications do not meet the qualifications specified in
14 paragraph C.4.2.2, Eligibility Requirements, or if their work has been performed at an
15 unsatisfactory level on previous projects, or if their behavior on other projects has been
16 disruptive.

17
18 The contractor shall provide the status of its At-Sea Monitor training approvals
19 completed and in process in its Monthly Status Report (Section F.5.1).
20

21 NMFS training curriculum is detailed in the ASM training agenda (Section J, Attachment
22 14, ASM Training Agenda).
23

24 An At-Sea Monitor's first 4 deployments and the resulting data shall be immediately
25 edited and approved after each trip by NMFS prior to any further deployments by that At-
26 Sea Monitor (Section J, Attachment 15, ASM Training Trip Policy). During the At-Sea
27 Monitor's first 4 deployments, in order for them to go on their next trip, their data must
28 be received, edited and the At-Sea Monitor must be "cleared" by NMFS to sail on their
29 next trip. This notification will be sent via e-mail to the At-Sea Monitor's provider. The
30 At-Sea Monitor cannot be deployed until the e-mail notification has been sent by NMFS.
31 If the data quality is considered acceptable the At-Sea Monitor will become certified. If
32 the data quality is not considered acceptable, the At-Sea Monitor will not be certified by
33 NMFS at that time.
34

35 The first trip an At-Sea Monitor takes after completing the initial 2-week training course
36 will be accompanied by either a NMFS member or a certified trip trainer. Certified trip
37 trainers are current At-Sea Monitors under this contract and are certified by NMFS. In
38 order to become a trip trainer, the contractor must request to NMFS the names of the At-
39 Sea Monitor they would like certified. NMFS would then assign a NMFS staff member
40 to accompany the trip trainer candidate on a future trip. If approved by NMFS the At-Sea
41 Monitor would become a trip trainer. Contractor responsibilities consist of finding
42 vessels that are willing to take two (2) At-Sea Monitors, setting up the logistics of the
43 trip, and communicating with NMFS regularly providing updates on the status of the trip
44 (Section J, Attachment 16, Trip Trainer Certification Program).
45

1 At-Sea Monitor trip trainers taking their training assignment trips with NMFS personnel
2 may bill the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea
3 Monitors are on a vessel for the days a certified At-Sea Monitor trip trainer is
4 accompanying a new At-Sea Monitor then the new At-Sea Monitor should be billed
5 under CLINS 0001, 1001 and 2001. The certified trainer would be billed as a seaday
6 under CLINS 0003, 1003 and 2003. NMFS determines the number of trainers needed
7 based on how many At-Sea Monitors are currently working, what the demand for new
8 At-Sea Monitors is, and what the projected training schedule looks like. NMFS currently
9 has 12 certified At-Sea Monitor trip trainers and would expect to maintain that level. At-
10 Sea Monitors certified as trip trainers must be geographically representative of the ports
11 ASM At-Sea Monitors cover to accommodate all new trainees.

12
13 Key personnel will be expected to attend any other periodic NMFS required trainings
14 related to the ASM program that could impact At-Sea Monitor protocols, such as
15 program manual update trainings or changes to the Pre-Trip Notification System. One
16 key personnel is required per all trainings, however, NMFS encourages all available staff
17 attend periodic trainings that relate to changes in the ASM program or sampling protocols
18 for their own education. A key personnel is required to attend two days per week of each
19 training and all the days of refresher training.

20
21 Compensation for the At-Sea Monitor's time at the refresher training and all other
22 training as well as meals & reimbursement (M&I) and lodging will be reimbursed by
23 NMFS (Section B – Supplies or Services and Prices/Costs Training CLINS 0003, 1003,
24 and 2003). Costs for travel to and from the training center will not be covered by NMFS.

25
26 Per Diem and lodging during weekends are reimbursable during trainings that occur over
27 the course of multiple weeks. Weekend At-Sea Monitor salary costs are not covered
28 under reimbursement, unless training (such as a weather-delayed training trip) occurs on
29 a weekend day. A weekend make up day would be required if the building is closed
30 during the week.

31
32 At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other
33 capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g.
34 program management) for at least one (1) year after training. The contractor shall
35 reimburse the Government for training expenses for any At-Sea Monitors terminating
36 their At-Sea Monitor employment with the contractor within one (1) year of completing
37 the NMFS training. This will be done by issuing a credit for the next training session.
38 For example, if three (3) At-Sea Monitors leave the program prior to completing one (1)
39 year of employment, at the next training, three (3) individuals' training costs (Section B
40 Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003) and hourly
41 wages associated with the training (Section B Supplies or Services and Prices/Costs
42 Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not be billed to the
43 Government.

44

1 At-Sea Monitors shall sign a non-disclosure statement (confidentiality agreement) at the
2 commencement of training (Section J, Attachment 17, NEFSC Statement of Non-
3 Disclosure) as referenced in Section F.5.24.

4
5 NMFS may request an At-Sea Monitor be accompanied by a NMFS staff member on a
6 future trip. The contractor shall assist with the setting up these shadow trips (Section J,
7 Attachment 18, Shadow Trip Program).

8
9 The contractor shall make At-Sea Monitors available to NMFS (Enforcement and FSB
10 staff) for the purposes of routine debriefings, requested meetings regarding data quality
11 issues, investigating circumstances of alleged refusals by vessels to take an At-Sea
12 Monitor or other violations of the Magnuson-Stevens Fishery Conservation Act (MSA),
13 Marine Mammal Protection Act (MMPA), or the Endangered Species Act (ESA)
14 recorded by the At-Sea Monitor in the course of his/her duties (Section B Supplies or
15 Services and Prices/Costs Training CLINS 0003, 1003 and 2003) and hourly wages
16 associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate
17 At-Sea Monitor CLINS 0004, 1004 and 2004). All At-Sea Monitors shall call their
18 editor/debriefer prior to making a trip in a fishery or program covered for the first time.
19

20 C.4.3.3. Data Quality Control

21
22 Data shall be collected and maintained in accordance with contractor's Quality Assurance
23 Plan as incorporated in the contract (Section F.5.3).

24
25 The overall goal of quality control is to ensure the effectiveness and efficiency of
26 collection efforts as well as the quality of data collected. Data quality is of utmost
27 importance. As such the contractor shall ensure the highest quality in data collected by
28 its At-Sea Monitors. NMFS will provide a data quality rating of At-Sea Monitors to the
29 provider on a bi-annual basis (Section J, Attachment 19, Data Quality Rating). The
30 contractor shall use the data quality rating of At-Sea Monitors in their Quality Assurance
31 Plan (F.5.3).

32 C.4.3.4. At-Sea Monitor Equipment, Operation and Maintenance

33
34
35 The contractor shall provide all materials and equipment necessary for the collection of
36 data and biological sampling (Section J, Attachment 20, ASM Gear List). The contractor
37 shall maintain and replace lost gear to ensure the At-Sea Monitor is able to carry out
38 his/her sampling duties. For items listed with a brand name, the contractor shall provide
39 the equivalent quality to the brand listed.

40
41 The gear and equipment, purchased and charged to the Government in the performance of
42 the contract becomes Government property at the end of the contract. Equipment and
43 gear should be inspected and repaired in accordance with manufacturers specification as
44 needed and at a minimum of once per year. Newly acquired gear must be of the same
45 quality as the originally provided Government gear. At-Sea Monitor gear and
46 contractor's tracking and maintenance of such gear is subject to periodic audit by the

1 Government. The Government retains the right to modify gear specifications and
2 requirements to meet research collection needs.

3 4 C.4.3.5. Travel and Lodging

5
6 The contractor is responsible for all travel arrangements and expenses, appropriate
7 lodging, and all expenses associated with training, safety meetings, briefings, debriefings,
8 and deploying At-Sea Monitors to assigned vessels. All travel costs and expenses
9 incurred shall be reimbursed in accordance with the Government's Travel Regulations.

10
11 Travel costs are reimbursable and are intended to include costs associated with At-Sea
12 Monitor travel to and from vessels and to and from the port if the At-Sea Monitor travels
13 greater than fifty (50) miles, one way, from their primary port (Section B Supplies or
14 Services and Prices/Costs CLINS 0002, 1002, and 2002.

15
16 Coordinator and support staff travel (related to At-Sea Monitor deployment) to and from
17 vessels and to and from the port are reimbursable if travel meets Government Travel
18 Regulations and At-Sea Monitor travel costs under CLINS 0002, 1002, and 2002. The
19 contractor shall submit a travel voucher (Section J, Attachment 21, At-Sea Monitor
20 Travel Voucher) clearly documenting all travel logistics and associated costs to the
21 COTR.

22
23 While an At-Sea Monitor is out at sea, per diem is not reimbursable, unless authorized on
24 a case-by-case basis by the COTR, such as if an At-Sea Monitor lands in a port other than
25 their primary port.

26 27 C.4.3.6. Vessel Selection

28 The contractor shall strictly adhere to all sampling design requirements specified for the
29 Northeast Fisheries At-Sea Monitor Program (ASM). NMFS will provide the contractor
30 with a set of specific guidelines regarding vessel selection and placement considerations
31 by various fisheries. The contractor shall make contact with vessels selected either by
32 NMFS to arrange for At-Sea Monitor coverage and deployment scheduling as necessary.
33 When the contractor/At-Sea Monitor makes initial contact with the vessel, the
34 contractor/At-Sea Monitor shall verify with the captain that he has sufficient life raft
35 capacity for an additional person (At-Sea Monitor). If not, the contractor shall
36 immediately attempt to have one of the NMFS issued valise life rafts available for the At-
37 Sea Monitor for that trip. If one is not available, and the captain still intends to sail
38 without the At-Sea Monitor, an SDR shall be issued to the captain of the vessel (Section
39 J, Attachment 22, Safety Deficiency Report). The contractor shall assign At-Sea
40 Monitors to vessels without regard to preference expressed by vessel owners or operators
41 with respect to At-Sea Monitor race, gender, age, religion, or sexual orientation nor shall
42 the contractor consider At-Sea Monitor's expressed preference. The contractor shall not
43 assign At-Sea Monitors who are showing symptoms of illness or who may be contagious.
44 In the event that an At-Sea Monitor falls severely ill or injured at sea, and the vessel must
45 prematurely cease fishing to return the At-Sea Monitor to port, the contractor shall
46 propose a plan on how to work out a fair reimbursement for the vessel's fuel expenses.

1 Various regulated fisheries have a requirement for a vessel's representative to notify the
2 ASM prior to making each fishing trip. Notification is required prior to the planned
3 departure in a specific time frame, e.g., forty-eight (48). The vessel is then randomly
4 assigned, by NMFS, an At-Sea Monitor or issued a waiver, relieving them of the
5 requirement to carry an At-Sea Monitor for that specific trip.

6 The contractor shall provide personnel or an automated answering service to handle
7 notifications twenty four (24) hours a day, seven (7) days a week, for certain fisheries.
8 Depending on regulations enacted by the NMFS, the notification requirement may
9 require e-mails, telephone calls, or inputting into a website from the vessel's
10 representative. The Groundfish fishery is required to notify NMFS, NMFS is responsible
11 for the selection and informs the vessel and the contractor of trip details.

12 For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be
13 notified of trip selection via the website. The contractor may accept or decline trips
14 within twelve (12) hours. The reasons to decline a trip must be related to limited At-Sea
15 Monitor availability or reported safety concerns. The contractor must take the trip once
16 they have claimed acceptance. If there is an unforeseen emergency that results in
17 changing the contractor's acceptance of a trip, it shall be reported to the COTR. If a trip
18 is accepted by a contractor, the contractor would make contact with the vessel for trip
19 logistics. If a vessel informs the contractor that they are cancelling a trip selected to carry
20 an At-Sea Monitor, the contractor shall report that to NMFS twenty-four (24) hours after
21 the scheduled sail date. The COTR shall be notified all circumstances in which At-Sea
22 Monitors were late or missed a scheduled trip for all fisheries as referenced in Section
23 F.5.13.

24 Vessels must be covered randomly, without repeated deployments on the same vessels by
25 the same At-Sea Monitor, unless waived by the COTR. For trips outside closed areas and
26 other special access fishing programs there shall be no more than two (2) back to back
27 trips by the same At-Sea Monitor on the same vessel AND there shall be no more than
28 two (2) trips on the same boat within one month. A vessel selection list may be provided
29 by NMFS which will rank vessels in the order they should be covered.
30

31 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a "no
32 show". The maximum amount of time for a no show is up to 2.5 hours. The At-Sea
33 Monitor must arrive 30 minutes prior to the scheduled departure time and remain at the
34 designated area for up 2 hours following the scheduled departure time. Travel to and
35 from the site and per diem are not included unless conditions in C.4.3.5 are met. Any
36 costs billed for a "no show" will be billed against CLINS 0004, 1004 and 2004. There
37 will be no reimbursement for situations in which it is the At-Sea Monitor's fault for
38 missing the trip or no attempt was made to communicate with the captain prior to taking
39 the trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is
40 required for proper reimbursement.
41

42 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a
43 "cancellation" in instances where trips are cancelled at the dock or when an at-sea
44 monitor is en route to the vessel and cancellations occurs. The maximum amount of time
45 for a cancellation is up to 2.5 hours. Travel to and from the site and per diem are not
46 included unless conditions in C.4.3.5 are met. Any costs billed for a "Cancellation" will

1 be billed against CLINS 0004, 1004 and 2004. A travel voucher (Section J, Attachment
2 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

3 4 C.4.3.7. Safety Requirements

5
6 Vessels must be in compliance with the At-Sea Monitor Health and Safety Regulations
7 before an At-Sea Monitor is deployed

8 (http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf).

9 Vessels must pass the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) that
10 will be performed by the At-Sea Monitor with the assistance of the captain or designee
11 prior to deployment. If the vessel fails to pass the Pre-Trip Vessel Safety Checklist, the
12 At-Sea Monitor shall not sail on the vessel and shall complete Safety Deficiency Report
13 (Section J, Attachment 22, Safety Deficiency Report), which shall be provided to the
14 captain and NMFS.

15
16 Valise life rafts will be issued to the contractor by NMFS upon award of the contract. It
17 is expected that the contractor shall maintain the life rafts while in their care and ensure
18 the life raft is up to date with service and inspections. When service and inspection dates
19 are coming close to their expiration, the contractor shall contact NMFS to schedule a
20 drop off of the raft. If there is evidence that the life raft is not treated properly while in
21 their care (i.e., dragged on the ground resulting in holes in the raft) then the contractor
22 will be liable for the cost of a replacement raft.

23
24 At-Sea Monitor safety is of paramount importance to ASM. If at any time an At-Sea
25 Monitor feels that a vessel is unsafe prior to departure, they may decline the trip and
26 report this on the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) to NMFS.

27 28 C.4.3.8. Communication

29
30 The contractor shall provide and employ a method for At-Sea Monitors to communicate
31 vessel departure and arrival information; handle At-Sea Monitor emergencies and/or
32 problems related to At-Sea Monitor logistics when they are at sea, in transit to the dock,
33 or in port awaiting vessel departure. The contractor shall contact NMFS of all emergency
34 situations, including medical, within twelve (12) hours of learning of the incident as
35 referenced in Section F.5.14.

36
37 The contractor shall provide NMFS with access to a real time online At-Sea Monitor
38 tracking system for At-Sea Monitor deployments (including vessel identifier
39 information), leave schedules, and status (part-time vs. full-time) updates as referenced in
40 Section F.5.15.

41
42 The contractor shall provide NMFS with all written documents/memos that are sent their
43 At-Sea Monitors within 24 hours of when the document/memo is sent as referenced in
44 Section F.5.25.

45

1 The contractor shall notify NMFS of when an At-Sea Monitor is subject to disciplinary
2 action by the contractor (i.e., placed on probation, performance monitoring, etc....)
3 within 24 hours of when the disciplinary action took place as referenced in Section
4 F.5.26.

5 6 C.4.3.9. Notification of Potential Infractions

7
8 The contractor shall immediately notify the COTR of any potential violation of the Rules
9 and Regulations that implement the Fishery Management Plan under the Magnuson-
10 Stevens Fishery Conservation and Management Act, Marine Mammal Protection Act or
11 Endangered Species Act or any regulations that govern the At-Sea Monitor program,
12 including but not limited to: vessels failing to provide adequate notification prior to
13 departing, failing to take an At-Sea Monitor, incidents of At-Sea Monitor interference,
14 harassment, or intimidation. The contractor shall ensure that each returning At-Sea
15 Monitor is debriefed for incidents of intimidation, interference, or harassment within
16 twelve (12) hours of trip landing as referenced in Section F.5.14. Reported incidents of
17 the vessel failing to take an At-Sea Monitor or incidences of the contractor failing to
18 handle incidents of interference, harassment or intimidation of At-Sea Monitors will be
19 investigated by NMFS.

20 21 C.4.3.10. Vessel Operations and Working Conditions

22
23 Fishing vessels routinely operate out of ports from New York to Maine (Section J,
24 Attachment 24, Location of ASM Trips in 2010). Trips can range from 1-14 days in
25 duration. The vessels operate in ocean waters, 3-200 miles offshore in all weather
26 conditions. Vessels are generally 30-150 feet in length. Crew members and At-Sea
27 Monitors live and sleep in cramped quarters, often in damp conditions and share common
28 facilities. On some vessels, the crew does not speak English. At-Sea Monitors must be
29 willing to travel occasionally to cover locations other than their primary ports.

30
31 At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea
32 Monitor to be equal to those of the crew. Some vessels have no shower and may lack
33 permanent toilets or bunks. Although vessels may not have separate facilities for women,
34 federal regulations require reasonable privacy for female At-Sea Monitors. Female At-
35 Sea Monitors on a vessel with an all-male crew must be accommodated with adequate
36 privacy which can be ensured by installing a curtain or other temporary divider, in a
37 shared cabin. Because of the size and responsiveness of these vessels to sea conditions,
38 motion sickness can be debilitating for some individuals and should be seriously
39 considered in all prospective At-Sea Monitor candidates. Most vessels carry no trained
40 medical personnel aboard and rely upon first aid knowledge of the boat's operator in
41 consultation with land-based physicians via radio.

42
43 Food is provided on multiday trips for the At-Sea Monitor and must be equal to the food
44 being served to the rest of the crew. On single day trips, At-Sea Monitors must bring
45 their own food and water.

46

1 C.4.3.11. Data Quality

2
3 The NMFS COTR will monitor all aspects of contractor performance as
4 described below:

- 5
6 • Failure to deliver data from an observed sea day includes:
7 • All data must be delivered at the required time frame, as specified by NMFS.
8 • Data must not be fraudulent or of such poor quality as to be unusable (i.e. if
9 determined to be fraudulent or unusable within 90 days of receipt of the data).

10
11 The contractor shall interact with vessels which have carried At-Sea Monitors. They
12 shall interview the captain; using NMFS issued workbooks with a pre-determined set of
13 questions (Section J, Attachment 25, Captain Interview Questions), and determine if the
14 At-Sea Monitor performed his/her job in a professional manner and carried out all
15 required tasks. Unless otherwise instructed by NMFS, a random selection of 10% of each
16 At-Sea Monitor's trips each quarter will have follow-up interviews. Format questions
17 will be provided by NMFS. Trip Interview Reports will be provided to NMFS
18 electronically within two working days of the interview as referenced in Section F.5.16.
19 The contractor shall report, in writing to the COTR, all complaints made by the industry
20 regarding At-Sea Monitor activities, as well as any At-Sea Monitor injuries aboard
21 vessels or on docks to NMFS.

22
23 An At-Sea Monitor's ability to work will be based on his/her certification. If an At-Sea
24 Monitor does not adhere to NMFS protocols or meet the At-Sea Monitor Standards of
25 Conduct (Section J, Attachment 7, At-Sea Monitor Standards of Conduct), they may be
26 placed on pre-probation, probation or decertified, as described in the NMFS policy
27 statement regarding certification (Section J, Attachment 26, ASM At-Sea Monitor
28 Performance Monitoring, Review, Probation and Decertification).

29
30 NMFS will provide the contractor with a data quality rating for each At-Sea Monitor
31 (Section J, Attachment 19, Data Quality Rating).

32
33 C.4.3.12. Vessel Compensation for At-Sea Monitor Food Reimbursement

34
35 Contractors shall compensate vessels at a rate of \$40 per day (for every completed 24
36 hour period) to cover At-Sea Monitor accommodation and food costs while aboard the
37 vessel for trips lasting longer than one (1) day (i.e., 24 hours) (Section B Supplies or
38 Services and Prices/Costs Vessel Meal Reimbursement CLINS 0005, 1005 and 2005).
39 The contractor shall provide NMFS with an example of the vessel reimbursement form
40 the contractor develops as referenced in Section F.5.17. The contractor shall provide a
41 report for all vessel meal reimbursements provided within the last monthly period. The
42 contractor is encouraged to make all vessel compensation payments through Electronic
43 Funds Transfer. If the contractor makes vessel meal reimbursement payment through
44 check, the contractor shall provide proof that the check has been cashed within 90 days of
45 vessel receipt of the check. If a check has not been cashed within 90 days of vessel
46 receipt, the contractor shall cancel the check and provide an offset to NOAA in the

1 amount of the original check less any check cancellation fees (Section F.5.18). The
2 contractor shall provide evidence for all check cancellation fees to the COTR.

3 4 5 C.4.3.13. Contractor Standards of Conduct

6
7 The Contractor shall comply with the requirements of Clause H.2.2 At-Sea Monitors
8 Preventing Personal Conflicts of Interest. The contractor shall assign at-sea monitors
9 without regard to any preference expressed by representatives of vessels based on, but not
10 limited to, at-sea monitor race, gender, age, religion or sexual orientation.

11 12 C.4.3.14. At-Sea Monitor Termination Documentation

13
14 The contractor shall notify the COTR when an At-Sea Monitor leaves the ASM for any
15 reason as referenced in Section F.5.19. Reasons for termination, whether contractor
16 initiated or At-Sea Monitor initiated, must be documented and provided to NMFS within
17 7 days of the At-Sea Monitor's departure and shall be used to determine trends and assist
18 in improving retention of qualified At-Sea Monitors as referenced in Section F.5.20.

19 20 C.4.3.15. Emergency Action Plan

21
22 The contractor shall institute an Emergency Action Plan that documents what they will
23 do in the case of an emergency. The purpose of an Emergency Action Plan is to facilitate
24 and organize employer and employee actions during workplace emergencies. Well
25 developed emergency plans and proper employee training (such that employees
26 understand their roles and responsibilities within the plan) will result in fewer and less
27 severe employee injuries. The contractor shall provide NMFS with a copy of their
28 Emergency Action plan as referenced in Section F.5.27.

29 30 C.4.3.16. Quality Assurance Plan

31
32 The contractor shall develop and submit to NMFS a contractor Quality Assurance Plan,
33 as referenced in Section F.5.3, which details how the contractor will ensure effectiveness
34 and efficiency of collection efforts as well as the quality of data collected by its At-Sea
35 Monitors. The contractor shall further establish, implement, and maintain a Quality
36 Assurance Management program to ensure consistent quality of all work products and
37 services performed under this contract.

38 39 C.5. PERFORMANCE MONITORING

40 41 C.5.1. Quality Assurance Surveillance Plan

42
43 NMFS intends to monitor contractor performance against the Schedule of Deliverables
44 (Section F.5.3).

45 46 C.6. SECURITY RISK LEVEL DESIGNATIONS

1
2 The risk levels under this contract have been determined by the Program Office as shown
3 below:

4
5 LABOR CATEGORY SECURITY RISK
6 Program Manager Low
7 Coordinator Low
8 Observer I, II, III Low
9

10 Investigation Packages

11
12 At-Sea Monitors and key personnel would be considered contractors and all undergo the
13 required background investigation (Section J, Attachment 13, Security Background
14 Instructions) and would be either U.S. Citizens, Naturalized Citizen, Green Card Holders
15 (aka Permanent Resident Card), or Foreign Nationals. The following requirements will
16 be completed prior to official hiring:

- 17
18 • 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
19 • 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print
20 Cards (FD 258 Cards)
21 • 180 or greater days = EQIP Package
22 o Security Worksheet
23 o Electronic Questionnaire (filled out after applicant has been placed in EQIP)
24 o EQIP Signature pages (generated after applicant has completed Questionnaire in
25 EQIP)
26 o Declaration for Federal Employment (Optional Form 306)
27 o Finger Print Cards (FD 258 Cards)
28 o Fair Credit Reporting Form (filled out based on position sensitivity)
29

30 Foreign National (FN) Information (must be submitted along with Investigation
31 Packages)

32
33 Foreign Nationals is anyone who is a non-U.S. citizen or non-green card holder (aka
34 permanent resident card). Foreign Nationals fall into two categories: Visitors or Guests.
35 Visitors are personnel onsite for up to 3 days; or whom will be attending a conference,
36 workshop, or training (which can go up to 5 days). Guests are personnel who will be
37 onsite over 3 days and who do not fall into the 5 day category listed above. All Foreign
38 National Visitor/Guests information must be submitted through the Foreign National
39 Registration System (FNRS) by NMFS.
40

41 C.7. CLAUSES INCORPORATED BY REFERENCE

42
43 C.7.1. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK
44 CONTRACTS (APR 2010)

45 (Reference 48 CFR 1337.110-70)(c))
46

1 C.7.2. CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO
2 DEPARTMENTAL RESOURCES (APR 2010)
3 (Reference 48 CFR 1337.110-70)(e))
4
5
6